

Hamilton County Board of County Commissioners

AGENDA
ROLL CALL
INVOCATION - **Commissioner Bankston**
PLEDGE TO THE FLAG - **Commissioner Bankston**

March 02, 2016

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| Presentation | Myeloma Awareness Presentation |
| Presentation | Commissioner Sabrena Smedley honoring Travis Close for winning the Greater Chattanooga Association of Realtors 2015 Realtor of the Year Award. Agenda Session Only - February 24, 2016 |
| Minutes | Recessed Meeting - February 10, 2016 |
| Minutes | Agenda Session - February 10, 2016 |
| Minutes | Regular Meeting - February 17, 2016 |
| Report | Criminal Court Clerk's Report - December 2015 and January 2016 |
| Res. No. 316-1 | A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, oath of Deputy Sheriff, and the oaths of Office of Commissioners of North West Utility District. |
| Res. No. 316-2 | A Resolution approving the expenditure of one thousand three hundred three dollars (\$1,303.00) from discretionary bond funds (as allotted to District Nine) to assist with the purchase of lab equipment for Brown Middle School. |
| Res. No. 316-3 | A Resolution approving the expenditure of up to one thousand nine hundred thirty eight dollars (\$1,938.00) from discretionary bond funds (as allotted to District Five) to purchase a security system for Woodmore Elementary School. |
| Res. No. 316-4 | A Resolution making an appropriation to Gamma Pi Boule Foundation in the amount of two thousand five hundred dollars (\$2,500.00) from General Fund discretionary monies, as allotted to District Four. |
| Res. No. 316-5 | A Resolution in support of Chattanooga 2.0, a community-wide effort for academic excellence in Hamilton County. |
| Res. No. 316-6 | A Resolution authorizing the appropriation of funds from the Register's Office DP Fee Account in the amount of \$24,208.05 for necessary office upgrades and increasing the General Fund budget for capital outlay for the Hamilton County Register's Office by \$12,550.00 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution. |
| Res. No. 316-7 | A Resolution accepting the bid of Draeger Safety, Inc. for a portable exterior live fire trainer and tank prop amounting to \$28,785.00 for Emergency Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution. |
| Res. No. 316-8 | A Resolution to authorize the County Mayor to increase the contract with TWH Architects, Inc. for the design of the New East Brainerd Elementary School, for an amount not to exceed \$141,035.88 of previously budgeted funds. |
| Res. No. 316-9 | A Resolution accepting the bid of American Group Photography dba Custom Photo Images for one (1) Roundshot Metrics camera and equipment amounting to \$17,995.00 for Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution. |
| Res. No. 316-10 | A Resolution authorizing the Sheriff's Office to purchase, from the Tennessee Statewide Contract, new and unused vehicles to be utilized as unmarked or undercover vehicles; the number of such vehicles to be purchased to be determined by the funds appropriated annually, not to exceed \$120,000.00 for FY 2016 and authorizing the County Mayor to sign any contracts necessary to implement this Resolution. |

- Res. No. 316-11 A Resolution accepting the bids of Acme Supply Company, LTD, Bob Barker Company, Inc., ICS Jail Supplies, Inc., Carolina Textiles, Charm-Tex, Cornerstone Detention Products, Inc., O.D. Targin & Brothers, LLC, and Victory Supply, Inc. for one (1) year contract pricing, beginning March 20, 2016, through March 19, 2017, for clothing and miscellaneous items for the Sheriff's Office and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 316-12 A Resolution authorizing the County Mayor on behalf of Hamilton County, Tennessee, the Health Services Division, operating as the Chattanooga-Hamilton County Health Department to sign a continuation contract with the Tennessee Department of Health in the amount of \$278,600.00 to provide Childhood Immunization Services in Hamilton County, for the period of January 1, 2016 through December 31, 2016.
- Res. No. 316-13 A Resolution accepting the bids of Contech Engineered Solutions, LLC, and Sherman Dixie Concrete Industries, Inc. for six (6) months contract pricing, beginning March 7, 2016, through September 6, 2016, for concrete and metal culvert for the Highway Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 316-14 A Resolution accepting the bid of TNT Concrete, LLC for six (6) months contract pricing, beginning March 7, 2016 through September 6, 2016, for ready mix concrete for the Highway Department, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 316-15 A Resolution accepting the bids of Martin Marietta Materials, Vulcan Materials Company, and Dunlap Stone, Inc. for six (6) months contract pricing, beginning March 7, 2016, through September 6, 2016, for crushed stone and sand for the Highway Department, and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 316-16 A Resolution accepting the bids of Talley Construction Company, Inc. dba Southeastern Materials, Inc., Hudson Materials Company, Blacklidge Emulsions, Inc., Dunlap Stone, Inc. and Hiwassee Paving, LLC. for six (6) months contract pricing, beginning March 7, 2016, through September 6, 2016, for asphalt road materials and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission and do not necessarily represent the religious beliefs or views of the Commission in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Commission.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
FEBRUARY 10, 2016**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) February 10, 2016

BE IT REMEMBERED, that on this 10th day of February, 2016, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Smedley, and Chairman Bankston. Commissioner Mackey arrived moments after the roll was called. Total present – 9. Total absent -0.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

Commissioner Graham introduced the Reverend Brandon Gilvin, First Christian Church, who gave the invocation. Commissioner Graham led in the pledge to the flag.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
FEBRUARY 10, 2016**

**PRESENTATION – CHARLES H. COOLIDGE MEDAL OF HONOR HERITAGE
CENTER**

Major General William “Bill” Raines, Jr., US Army (Retired) and Chairman of the Board of Trustees of the Medal of Honor Heritage Center, spoke about the two-story, 6,800 square foot domed museum the group plans to build at Coolidge Park.

A Medal of Honor Museum has been in existence here since 1987 and is currently housed in Northgate Mall. The Coolidge Park Heritage Center is to be named in honor of Medal of Honor recipient Charles H. Coolidge. It was reported that the Center will also be a reflection of the first awards given to six of Andrews Raiders for action here in April 1862. Mr. Coolidge is now 94 years old and resides in Signal Mountain, Tennessee.

Mr. Raines explained the design will include six columns that represent the six character traits that represent the Medal of Honor. These traits will be incorporated in the National Medal of Honor Foundations Character Development program aimed at middle school children. It was noted that Chattanooga has a rich history regarding the Medal of Honor, and the museum will showcase the heroism associated with the award. The museum will become a tourist destination for visitors to Hamilton County along with military reunions, and will serve as an education center and field trip destination for area schools.

**RECESSED MEETING
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Mr. Raines introduced local architect Pat Neuhoff who has led the design and development of the preliminary facility. Mr. Neuhoff presented a slide presentation to the Commission, which highlighted the location, preliminary design of the building, and the surrounding plaza. It was noted that the plaza will include an amphitheater that will be available for community use. A copy of the presentation was distributed to the Clerk's office.

In response to Commissioner Mackey's question, Mr. Raines explained that the Medal of Honor Museum will serve as a resource for tourists interested in exploring other sites, such as Chattanooga's National Cemetery.

In response to Commissioner Graham's question, Mr. Raines reported that the group is seeking from Chattanooga and Hamilton County governments a 99-year ground lease for approximately one acre of Coolidge Park located in the Northeast corner adjacent to Tremont Street at \$1.00 per year. He added there will be a private fundraising campaign to raise funds to build the center, and an endowment fund is planned so it will be self-sustaining.

Chairman Bankston thanked Mr. Raines and Mr. Neuhoff for their presentation.

**RECESSED MEETING
HAMILTON COUNTY BOARD OF COMMISSIONERS
FEBRUARY 10, 2016**

Being no further business Chairman Bankston declared the recessed meeting adjourned.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date


Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
FEBRUARY 10, 2016**

STATE OF TENNESSEE) Agenda Preparation Session
COUNTY OF HAMILTON) February 10, 2016

BE IT REMEMBERED, that on this 10th day of February, 2016, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Chester Bankston, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Bankston. Total present - 9. Total absent – 0.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
FEBRUARY 10, 2016**

COMMITTEE ASSIGNMENTS

Chairman Bankston indicated the upcoming agenda items would be considered as follows:

- An Order of Designation to the Planning Commission would be submitted as a matter of record.
- A Three Star Compliance report would be submitted and made a matter of record.
- Resolution No. 216-16 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 216-17A and 216-17B were assigned to the Zoning Committee, chaired by Commissioner Haynes.
- Resolution Nos. 216-35 through 216-41 were assigned to the Finance Committee, chaired by Commissioner Boyd.
- Resolution Nos. 216-18 through 216-34 were heard by a Committee of the Whole.

Commissioner Haynes, Chairman of the Zoning Committee, announced that the Zoning Committee would be meeting in the Conference Room immediately following the Agenda Session.

Chairman Bankston stated that Resolution Nos. 216-18 through 216-34 would now be heard by the Committee of the Whole.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
FEBRUARY 10, 2016**

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-18

This Resolution confirms the appointment of Craig Peavy and the reappointment of Randy Metcalf and Ernest Noll, Jr. to the Hamilton County Contractors Board of Appeals and Adjustments for terms ending January 4, 2020.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-19

This Resolution reappoints Ann Badgley to the Hamilton County Health and Safety Hearing Board for a four-year term beginning February 15, 2016 and ending February 15, 2020.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-20

Mayor Coppinger spoke regarding this item, which confirms the appointment of Donald Lee Norris as Administrator of General Services. It was noted that Mr. Norris will be filling the vacancy created by Don Allen's retirement. Mayor Coppinger added that Mr. Norris will be a great asset to County government.

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Commissioner Graham noted that that has worked with Mr. Norris in the past. He recalled that anytime he called him involving an issue in the Chattanooga part of his district that Mr. Norris was very accommodating. He stated that he would be supporting this Resolution.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-21

Sheriff Jim Hammond spoke regarding the Bridge Retirement Plan (BRP) Resolution. He pointed out that Commission action would adopt the plan with a mandatory retirement age for certain deputies at age 55, with 25 years creditable service pursuant to TCA 8-36-201(A) (2). Sheriff Hammond explained that the Resolution was the result of years of discussion and will allow officers to retire with dignity.

In response to Commissioner Beck's question, Sheriff Hammond explained that current legislation only allows certified police officers to participate in the BRP. He stated that if legislation is introduced in the General Assembly to include Park Rangers, Court Officers and Jailers, he would support it.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
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In response to Commissioner Smedley's question, Captain Bill Johnson reported the results of a poll taken in the Sheriff's Department. It was noted that out of 167 officers, 157 supported the Bridge Retirement Plan.

Commissioner Fairbanks thanked Sheriff Hammond and each officer present today, as well as those who have attended past meetings to discuss the Bridge Retirement Plan.

In response to Commissioner Field's question, Administrator of Finance Al Kiser explained the initial cost to the County would be about \$350,000. He added the projected future cost would be dependent on Tennessee Consolidated Retirement System (TCRS) evaluations done every other year, but it would not be less than \$350,000. Funds to support the BRP will come out the County's General Fund.

In response to Commissioner Haynes question, Captain Johnson noted that between ten and twelve currently retired officers would fall under this plan.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-22

Commissioner Fields spoke regarding this item, which approves the expenditure of \$20,000 from general fund discretionary monies, as allotted to District 2, to assist the Town of Signal Mountain with community ball field improvements.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-23

Chairman Bankston spoke regarding this item, which appropriates \$1,000.00 from general fund discretionary monies, as allotted to District 9, to Partnership for Families, Children, and Adults, Inc. It was noted that the funds will assist the non-profit organization in supporting the Rape Crisis Center.

There were no questions from Commissioners.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-24

Commissioner Smedley spoke regarding this item, which appropriates \$1,000.00 from general fund discretionary monies, as allotted to District 7, to Partnership for Families, Children, and Adults, Inc. It was noted that the funds will assist the non-profit organization in supporting the Rape Crisis Center. Commissioner Smedley added that she visited the Rape Crisis Center, and encouraged members of the Commission to support this item and the work they do.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-25

Commissioner Boyd spoke regarding this Resolution, which appropriates \$2,500.00 from general fund discretionary monies, as allotted to District 8, to Want To Foundation, Inc. It was noted that the funds will assist the non-profit organization with their Destiny Program, which encourages teens to find focus.

Commissioner Boyd introduced Want To Foundation Inc. Founder, Gary Highfield, who gave a presentation on the work the organization promotes. Mr. Highfield is the author of the book “When ‘Want TO’ becomes ‘Have TO!’” which tells the story of

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overcoming adversity, environmental disadvantages, limited education, and a challenging family life to achieve a successful career and desired lifestyle.

Mr. Highfield explained that the Want To Foundation seeks to mentor young students and encourage them to stay in school and focus on their future. It was noted that the organization currently mentors students in three local schools: East Ridge High School, Ivy Academy, and Ridgeland High School. Mr. Highfield explained that he started the program two and a half years ago with 14 students, and through self-funding he has grown the program to 1,925 students with 50 mentors, 3 of which were recognized in the audience at today's meeting. He distributed a survey of career goals to members of the Commission (attached) taken by 9th grade students at Tyner High School in 2014. He noted that helping students focus on their future by recognizing their goals is an important step in achievement.

Commissioner Beck praised the work that Mr. Highfield is doing in schools throughout Hamilton County.

In response to Commissioner Fairbank's question, Mr. Highfield spoke at length about the process it takes to have his program accepted into schools. It was noted that he hopes to eventually be included in all Hamilton County schools. Commissioner

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Fairbanks thanked Mr. Highfield and the local business owners that have invested in the Want To Foundation program.

Commissioner Boyd spoke about the importance of elected officials representing those whose voices may not be heard.

Commissioner Haynes added that he has known Mr. Highfield for many years, and thanked him for his dedication to students as well as his diligent work in promoting his ideas.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-26

Commissioner Beck spoke regarding this Resolution, which approves the expenditure of up to \$7,200.00 from discretionary bond funds, as allotted to District 5, to purchase an audio and speaker system for the Brainerd High School gymnasium.

There were no questions from Commissioners.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-27

Commissioner Beck spoke regarding this Resolution, which appropriates \$2,500.00 in general fund discretionary monies, as allotted to District 5, to A Better Tomorrow to assist with their Project Evolution program. Commissioner Beck added that per the request of the Community Action Alliance Committee (a committee organized by Commissioner Beck to prioritize community development projects), there would be a \$2,500 ceiling on his discretionary fund giving, with the exception of special projects.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-28

Commissioner Beck spoke regarding this item, which appropriates \$26,000 from general fund discretionary monies, as allotted to District 5, to Mary Walker Historical and Educational Foundation, Inc. It was noted that \$20,000 of those funds will assist the non-profit with various community development projects, and the other \$6,000.00 will assist with their Black History Art Exhibit currently on display at Bessie Smith Cultural Center.

There were no questions from Commissioners.

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COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-29

Todd Leamon, Administrator of Public Works and County Engineer spoke regarding this item, which accepts the bid of Chattanooga Tractor & Equipment, Inc. for a boom mower tractor amounting to \$95,667.00 for the Highway Department. It was noted that Chattanooga Tractor & Equipment was the lowest bid and met all the specifications.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-30

Development Director Dan Saieed spoke regarding this item, which authorizes the County Mayor to submit a FastTrack Economic Development (ED) Fund grant application to the Tennessee Department of Economic and Community Development on behalf of Yanfeng USA Automotive Trim Systems, Inc. in an amount not to exceed \$1.25 million to provide various building and equipment improvements at the company's new Hamilton County Location on Bonnyshire Drive.

In response to Commissioner Graham's question, Mr. Saieed reported there would be no expense to Hamilton County with this type of grant.

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In response to Commissioner Haynes question about employee training, Mr. Saieed noted that this grant is mainly for components and that a separate grant is available for employee training directly through the state.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-31

This Resolution authorizes the County Mayor to submit a FastTrack Economic Development (ED) Fund grant application to the Tennessee Department of Economic and Community Development on behalf of West Star Aviation, Inc. in an amount not to exceed \$200,000 to provide various improvements at the company's new hanger facility at the Chattanooga Metropolitan Airport. Mr. Saieed reported there would be no expense to Hamilton County with this type of grant.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-32

This Resolution authorizes the County Mayor to negotiate, enter into, and execute a lease agreement between Hamilton County, City of Chattanooga, and the Charles H. Coolidge Medal of Honor Heritage Center for a portion of County and City owned property in Coolidge Park. It will also authorize locating a Medal of Honor

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Heritage Center in Coolidge Park to further honor Charles H. Coolidge, a local Medal of Honor recipient.

There were no questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-33

This Resolution accepts the bid of Pro SVL, Inc. for audio visual equipment for the Information Technology Services Department (ITS) on behalf of Sessions Court amounting to \$96,233.12.

There were not questions from Commissioners.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 216-34

This Resolution approves the quotation of Technical Innovations for professional computer/software consulting services for design and field engineering and installation of audio visual equipment for the ITS Department on behalf of Sessions Court amounting to \$51,794.10.

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In response to Commissioner Fields' question, Finance Administrator Al Kiser explained that this is a new system for Sessions Court. It was noted that Resolution No. 216-33 approves the purchase of the equipment, and Resolution No. 216-34 approves the installation.

In response to Commissioner Fields' question, Purchasing Director Gail Roppo reported that the design and installation was done as a professional service and did not go out for bid. She added that once the system was designed, the actual equipment went out for bid with 678 notifications and 12 responses.

In response to Commissioner Beck's question, Director of ITS Bart McKinney explained this equipment would allow the attorneys and judges in Sessions Courtrooms to have the use of a 90-inch display screen. He added that this equipment will also improve the audio in those courtrooms. It was noted that the technology will allow for video conferencing in the future.

In response to Commissioner Boyd's question, Ms. Roppo confirmed that Technical Innovations is on a unit price bid contract with the state. Commissioner Boyd added that he is a supporter of video hearings to eliminate the need and cost of transporting prisoners.

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Mr. McKinney reported that state law is currently preventing video hearings from taking place.

In response to Commissioner Graham's question, Mr. McKinney confirmed that the 90-inch screens will be a display mechanism for any type of technology that can be plugged into it.

Commissioner Boyd, Chairman of the Finance Committee, announced that the Finance Committee would be meeting in the Commission Room immediately following the Agenda Session.

ANNOUNCEMENTS

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Mackey praised the various military honors that are being brought to Chattanooga.

Commissioner Boyd announced that he will be giving a presentation on shared sales tax at the Nightside Pachyderm Club meeting taking place at the Western Sizzlin

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Restaurant, Thursday, February 11th in Ooltewah. He encouraged members of the Commission and the audience to attend.

Mayor Coppinger announced that there is an immediate need for an emergency purchase to repair cornice in several areas along the Courthouse. The cornice is over 100 years old and the real cost to repair it will not be known until scaffold is in place and the repairs can be assessed. He noted the restricted areas outside of the Courthouse will remain in place until the repairs are completed.

DELEGATIONS

Chairman Bankston asked for delegations on matters other than zoning. There were none.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
FEBRUARY 10, 2016**

Being no further business, Chairman Bankston declared the meeting adjourned until Wednesday, February 17th at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date


Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 17, 2016**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) February 17, 2016

BE IT REMEMBERED, that on this 17th day of February, 2016, a Regular Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Randy Fairbanks, Chairman Pro Tempore. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Smedley, and Chairman Pro Tempore Fairbanks. Total present – 7. Total absent – 2.

Chairman Pro Tempore Fairbanks reported that Chairman Bankston was ill and would not be at today’s meeting. He also noted that Commissioner Mackey was attending a Government Day meeting in Nashville and would be absent.

Also in attendance were County Mayor Jim Coppinger, members of his administrative staff, County Attorney Rheubin Taylor, and County Auditor Bill McGriff.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 17, 2016**

Attached hereto is a copy of the Public Notice of this meeting, which was published in a local newspaper and made a matter of record of this meeting.

Commissioner Graham introduced Senior Pastor Gary Armes, Hickory Valley Christian Church, who gave the invocation. Commissioner Graham led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, that the minutes of the Recessed Meeting of January 27, 2016, the Agenda Preparation Session of January 27, 2016, and the Regular Meeting of February 3, 2016, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
FEBRUARY 17, 2016**

ORDER OF DESIGNATION

An order was submitted for the record designating Todd Leamon to sit as the County Mayor's representative on the Planning Commission for the meeting February 8, 2016.

THREE STAR COMPLIANCE REPORT

Mayor Coppinger submitted for the record a letter reflecting Hamilton County's compliance with the Three Star Program.

RESOLUTION NO. 216-16 A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, THE OATHS OF DEPUTY SHERIFFS, AND THE OATH OF DEPUTY COUNTY TRUSTEE.

ON MOTION of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 216-16. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye".

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REGULAR MEETING
FEBRUARY 17, 2016**

Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

Chairman Pro Tempore Fairbanks asked that Resolution Nos. 216-17A and 216-17B be considered together at this time.

RESOLUTION NO. 216-17A A RESOLUTION GRANTING A SPECIAL EXCEPTIONS PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT OF PROPERTIES LOCATED AT 8830 GREEN GAP ROAD, 7623 SWEET FERN DRIVE AND 7677 PEPPERTREE DRIVE.

RESOLUTION NO. 216-17B A RESOLUTION GRANTING A SPECIAL EXCEPTIONS PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT OF PROPERTIES LOCATED AT 8830 GREEN GAP ROAD, 7623 SWEET FERN DRIVE AND 7677 PEPPERTREE DRIVE.

Commissioner Haynes, Chairman of the Zoning Committee provided details regarding Resolution Nos. 216-17A and 216-17B and stated that the Zoning Committee recommended approval of Resolution No. 216-17B, which includes certain conditions as recommended by the Regional Planning Commission. He noted opposition was present at the Planning Commission meeting and the Zoning Committee meeting. There was no opposition present at today’s Regular meeting.

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ON MOTION of Commissioner Haynes, seconded by Commissioner Graham, to adopt Resolution No. 216-17B. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

Chairman Pro Tempore Fairbanks reported that Resolution Nos. 216-18 through 216-34 were heard by a Committee of the Whole.

RESOLUTION NO. 216-18 A RESOLUTION CONFIRMING THE APPOINTMENT ON ONE (1) MEMBER AND THE REAPPOINTMENT OF TWO (2) MEMBERS BY THE COUNTY MAYOR TO THE HAMILTON COUNTY CONTRACTORS BOARD OF APPEALS AND ADJUSTMENTS FOR TERMS ENDING JANUARY 4, 2020.

This Resolution confirms the appointment of Craig Peavy and the reappointment of Randy Metcalf and Ernest Noll, Jr. to the Hamilton County Contractors Board of Appeals and Adjustments for terms ending January 4, 2020.

**HAMILTON COUNTY COMMISSION
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ON MOTION of Commissioner Smedley, seconded by Commissioner Fields, to adopt Resolution No. 216-18. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Smedley, “Aye”, and Chairman Pro Tempore Fairbanks, “Aye”. Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

RESOLUTION NO. 216-19 A RESOLUTION TO REAPPOINT ONE (1) MEMBER TO THE HAMILTON COUNTY HEALTH AND SAFETY HEARING BOARD FOR A FOUR (4) YEAR TERM BEGINNING FEBRUARY 15, 2016 AND ENDING FEBRUARY 15, 2020.

This Resolution reappoints Ann Badgley to the Hamilton County Health and Safety Hearing Board for a four-year term beginning February 15, 2016 and ending February 15, 2020.

ON MOTION of Commissioner Fields, seconded by Commissioner Smedley, to adopt Resolution No. 216-19. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”,

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Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

RESOLUTION NO. 216-20 A RESOLUTION TO CONFIRM THE APPOINTMENT BY THE COUNTY MAYOR OF DONALD LEE NORRIS AS ADMINISTRATOR OF GENERAL SERVICES.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 216-20. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

RESOLUTION NO. 216-21 A RESOLUTION TO ESTABLISH A MANDATORY RETIREMENT AGE REQUIREMENT PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-205, TO AUTHORIZE THE PAYMENT OF THE SUPPLEMENTAL BRIDGE BENEFIT PURSUANT TO TENNESSEE CODE

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**ANNOTATED, SECTION 8-36-211, AND TO AUTHORIZE GROUP 1 MEMBERS WHO
HAVE CREDITABLE SERVICE IN A GROUP 1 POSITION COVERED BY SUCH
MANDATORY AGE RETIREMENT TO RETIRE ON SERVICE RETIREMENT
BENEFITS UPON ATTAINMENT OF AGE FIFTY-FIVE (55) WITH TWENTY-FIVE (25)
YEARS OF CREDITABLE SERVICE PURSUANT TO TENNESSEE CODE
ANNOTATED, SECTION 8-36-201(A)(2).**

Sheriff Hammond thanked Commissioners for the opportunity to bring this Resolution before them. He reported that the Sheriff's Office has spent many hours working on the Bridge Retirement Plan over the last five years, and it has gained the overwhelming support of officers in his department. It was noted that a large number of uniformed officers were present in the audience at today's meeting. Sheriff Hammond stated that he wished to respectfully pull the Resolution from the agenda and bring it back before the Commission when all nine Commissioners are present.

In response to Chairman Pro Tempore Fairbank's question, Attorney Taylor confirmed that Sheriff Hammond could pull the Resolution and add it to a future agenda.

It was noted that this resolution was pulled after it was heard as a Committee of the Whole at last week's Agenda Session.

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In response to Commissioner Haynes question, Attorney Taylor noted that the item would need to be placed on the agenda and heard at a Regular Meeting as opposed to being heard at next week's Recessed Meeting.

RESOLUTION NO. 216-22 A RESOLUTION APPROVING THE EXPENDITURE OF TWENTY THOUSAND DOLLARS (\$20,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT TWO, TO ASSIST THE TOWN OF SIGNAL MOUNTAIN WITH COMMUNITY BALL FIELD IMPROVEMENTS.

ON MOTION of Commissioner Fields, seconded by Commissioner Smedley, to adopt Resolution No. 216-22. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 6. Total "Nay" votes – 0. Commissioner Graham announced that he was present.

RESOLUTION NO. 216-23 A RESOLUTION MAKING AN APPROPRIATION TO PARTNERSHIP FOR FAMILIES, CHILDREN AND ADULTS, INC., IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

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ON MOTION of Commissioner Smedley, seconded by Commissioner Fields, to adopt Resolution No. 216-23. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 6. Total "Nay" votes – 0. Commissioner Graham announced that he was present.

RESOLUTION NO. 216-24 A RESOLUTION MAKING AN APPROPRIATION TO PARTNERSHIP FOR FAMILIES, CHILDREN AND ADULTS, INC., IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT SEVEN.

ON MOTION of Commissioner Smedley, seconded by Commissioner Boyd, to adopt Resolution No. 216-24. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were

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absent. Total present – 7. Total absent – 2. Total “Aye” votes – 6. Total “Nay” votes – 0.

Commissioner Graham announced that he was present.

RESOLUTION NO. 216-25 A RESOLUTION MAKING AN APPROPRIATION TO WANT TO FOUNDATION, INC., IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT EIGHT.

ON MOTION of Commissioner Boyd, seconded by Commissioner Fields, to adopt Resolution No. 216-25. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fields, “Aye”, Commissioner Haynes, “Aye”, Commissioner Smedley, “Aye”, and Chairman Pro Tempore Fairbanks, “Aye”. Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 6. Total “Nay” votes – 0. Commissioner Graham announced that he was present.

RESOLUTION NO. 216-26 A RESOLUTION APPROVING THE EXPENDITURE OF UP TO SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT FIVE) TO

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PURCHASE AN AUDIO AND SPEAKER SYSTEM FOR THE BRAINERD HIGH SCHOOL GYMNASIUM.

ON MOTION of Commissioner Beck, seconded by Commissioner Graham, to adopt Resolution No. 216-26. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

RESOLUTION NO. 216-27 A RESOLUTION MAKING AN APPROPRIATION TO A BETTER TOMORROW IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

ON MOTION of Commissioner Beck, seconded by Commissioner Fields, to adopt Resolution No. 216-27. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro

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Tempore Fairbanks, “Aye”. Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 6. Total “Nay” votes – 0. Commissioner Graham announced that he was present.

RESOLUTION NO. 216-28 A RESOLUTION MAKING AN APPROPRIATION TO MARY WALKER HISTORICAL AND EDUCATIONAL FOUNDATION, INC., IN THE AMOUNT OF TWENTY SIX THOUSAND DOLLARS (\$26,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FIVE.

ON MOTION of Commissioner Beck, seconded by Commissioner Fields, to adopt Resolution No. 216-28. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fields, “Aye”, Commissioner Haynes, “Aye”, Commissioner Smedley, “Aye”, and Chairman Pro Tempore Fairbanks, “Aye”. Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 6. Total “Nay” votes – 0. Commissioner Graham announced that he was present.

RESOLUTION NO. 216-29 A RESOLUTION ACCEPTING THE BID OF CHATTANOOGA TRACTOR & EQUIPMENT, INC. FOR ONE (1) TRACTOR WITH BOOM MOWER AMOUNTING TO \$95,667.00 FOR THE HIGHWAY DEPARTMENT

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**AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS
NECESSARY TO IMPLEMENT THIS RESOLUTION.**

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 216-29. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

**RESOLUTION NO. 216-30 A RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO SUBMIT A FASTTRACK ECONOMIC DEVELOPMENT FUND GRANT
APPLICATION TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND
COMMUNITY DEVELOPMENT ON BEHALF OF YANFENG USA AUTOMOTIVE
TRIM SYSTEMS, INC. IN AN AMOUNT NOT TO EXCEED \$1.25 MILLION TO
PROVIDE VARIOUS BUILDING AND EQUIPMENT IMPROVEMENTS AT THE
COMPANY'S NEW HAMILTON COUNTY LOCATION.**

ON MOTION of Commissioner Fields, seconded by Commissioner Boyd, to adopt Resolution No. 216-30. The foregoing Motion was adopted on a Roll Call vote,

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with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

RESOLUTION NO. 216-31 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SUBMIT A FASTTRACK ECONOMIC DEVELOPMENT FUND GRANT APPLICATION TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT ON BEHALF OF WEST STAR AVIATION, INC. IN AN AMOUNT NOT TO EXCEED \$200,000 TO PROVIDE VARIOUS IMPROVEMENTS AT THE COMPANY'S NEW HANGER FACILITY AT THE CHATTANOOGA METROPOLITAN AIRPORT.

ON MOTION of Commissioner Boyd, seconded by Commissioner Fields, to adopt Resolution No. 216-31. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and

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Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

RESOLUTION NO. 216-32 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO NEGOTIATE, ENTER INTO AND EXECUTE A LEASE AGREEMENT BETWEEN HAMILTON COUNTY, THE CITY OF CHATTANOOGA AND THE CHARLES H. COOLIDGE MEDAL OF HONOR HERITAGE CENTER FOR A PORTION OF COUNTY AND CITY OWNED PROPERTY LOCATED IN COOLIDGE PARK, TO LOCATE A MEDAL OF HONOR HERITAGE CENTER IN COOLIDGE PARK TO FURTHER HONOR CHARLES H. COOLIDGE AS A MEDAL OF HONOR RECIPIENT AND TO ACT AS A MEMORIAL BY REFLECTING THE HERITAGE OF THE MEDAL OF HONOR.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 216-32. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, “Aye”, Commissioner Boyd, “Aye”, Commissioner Fields, “Aye”, Commissioner Graham, “Aye”, Commissioner Haynes, “Aye”, Commissioner Smedley, “Aye”, and Chairman Pro Tempore Fairbanks, “Aye”. Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total “Aye” votes – 7. Total “Nay” votes – 0.

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RESOLUTION NO. 216-33 A RESOLUTION ACCEPTING THE BID OF PRO SVL, INC. FOR AUDIO VISUAL EQUIPMENT AMOUNTING TO \$96,233.12 FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT ON BEHALF OF THE SESSIONS COURT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

ON MOTION of Commissioner Smedley, seconded by Commissioner Haynes, to adopt Resolution No. 216-33. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

RESOLUTION NO. 216-34 A RESOLUTION APPROVING THE QUOTATION OF TECHNICAL INNOVATIONS FOR PROFESSIONAL COMPUTER/SOFTWARE CONSULTING SERVICES FOR DESIGN AND FIELD ENGINEERING AND INSTALLATION OF AUDIO VISUAL EQUIPMENT AMOUNTING TO \$51,794.10 FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT ON BEHALF OF THE SESSIONS COURT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

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. **ON MOTION** of Commissioner Smedley, seconded by Commissioner Fields, to adopt Resolution No. 216-34. The foregoing Motion was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

Chairman Pro Tempore Fairbanks asked that Resolution Nos. 216-35 through 216-41 be considered together at this time.

RESOLUTION NO. 216-35 A RESOLUTION ACCEPTING THE BID OF STAFFORD-SMITH, INC. FOR THREE (3) PRISONER TRAY TRANSPORT/SERVER CABINETS AMOUNTING TO \$15,591.00 FOR THE SHERIFF'S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 216-36 A RESOLUTION ACCEPTING THE BID OF BUMPUS HARLEY-DAVIDSON OF MURFREESBORO FOR ONE (1) POLICE MOTORCYCLE AMOUNTING TO \$17,092.00 FOR THE SHERIFF'S OFFICE AND AUTHORIZING

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THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 216-37 A RESOLUTION APPROVING THE PURCHASE OF FLU VACCINE FROM NOVARTIS, SANOFI-PASTEUR, MCKESSON MED-SURG MN SUPPLY AT STATEWIDE CONTRACT PRICING AND, IF NECESSARY, OTHER FIRMS AT THE LOWEST AND BEST AVAILABLE PRICING QUOTE FOR THE HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR OR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 216-38 A RESOLUTION ACCEPTING THE BID OF OUTDOOR RECREATION, INC. FOR CONTRACT UNIT PRICING, BEGINNING FEBRUARY 17, 2016, THROUGH FEBRUARY 16, 2017, FOR PERSONALIZED PARK BENCHES FOR THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA / HAMILTON COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 216-39 A RESOLUTION ACCEPTING THE BID OF HUDSON CONSTRUCTION COMPANY FOR CONTRACT PRICING, FOR ONE (1) YEAR WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS, FOR MICRO SEALING AND RESURFACING SERVICES FOR THE HIGHWAY

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**DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY
CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 216-40 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR
TO ENTER INTO A CONTRACT WITH WOOLPERT, INC. TO PROVIDE HAMILTON
COUNTY WITH GEOGRAPHIC INFORMATION SYSTEM COLOR AND COLOR
INFRARED DIGITAL ORTHOPHOTOGRAPHY FOR HAMILTON COUNTY AT A
COST OF \$86,100 AND TO AMEND THE HAMILTON COUNTY PARTNERSHIP
BUDGET BY ADDING \$57,400 TO REVENUE AND \$86,100 TO EXPENDITURES.**

**RESOLUTION NO. 216-41 A RESOLUTION RATIFYING THE PURCHASE OF
GASOLINE AND DIESEL FUEL FOR THE PERIOD OF JANUARY 1, 2016,
THROUGH JANUARY 31, 2016, AND TO AUTHORIZE THE COUNTY MAYOR TO
SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

Commissioner Boyd, Chairman of the Finance Committee, provided details regarding Resolution Nos. 216-35 through 216-41, and stated that the Finance Committee reviewed and recommended approval.

In response to Commissioner Graham's question about Resolution No. 216-36, Commissioner Boyd confirmed the police motorcycle that is coming out of service will be sold.

**HAMILTON COUNTY COMMISSION
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FEBRUARY 17, 2016**

ON MOTION of Commissioner Boyd, seconded by Commissioner Smedley, to adopt Resolution Nos. 216-35 through 216-41.

In response to Commissioner Haynes' question about Resolution No. 216-37, Becky Barnes, Administrator of Health Services, confirmed that volume and dosage is considered when purchasing the flu vaccine.

The foregoing Resolutions were adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Smedley, "Aye", and Chairman Pro Tempore Fairbanks, "Aye". Chairman Bankston and Commissioner Mackey were absent. Total present – 7. Total absent – 2. Total "Aye" votes – 7. Total "Nay" votes – 0.

ANNOUNCEMENTS

Chairman Pro Tempore Fairbanks asked for announcements from members of the Commission.

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Several Commissioners and Chairman Pro Tempore Fairbanks sent their prayers and well wishes to Chairman Bankston, who suffered a mild heart attack Sunday night while at church. He is currently recovering at home.

Commissioner Haynes announced that Chief Deputy Sheriff Allen Branum and his wife celebrated their wedding anniversary yesterday. He thanked Chief Branum for being present at today's meeting. He also announced that a Hixson High School Alumni Association meeting will be taking place tonight at the former Hixson Middle School at 6:00 pm. The purpose of the meeting is to combine Hixson graduates into one alumni association to help fund a scholarship that was set up when the high school turned 100 years old.

Commissioner Graham also wished Chief Branum a happy anniversary.

Commissioner Boyd spoke about the meeting regarding the Hamilton County Water and Wastewater Treatment Authority (WWTA) that was held at the East Ridge Community Center, Tuesday, February 9th. He noted that the meeting was well attended and many professional groups were represented. He announced that a meeting co-sponsored by Red Bank Representative Howard Cotter will take place on March 31st at 6:30 pm at the Red Bank Community Center.

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Commissioner Smedley announced that she would be co-hosting a community meeting with 4th District City Councilman Larry Grohn on February 18th at 6:00 pm at Morris Hill Baptist Church, 1804 Morris Hill Road. She added that Commissioner Boyd would be giving a presentation at the meeting.

Commissioner Beck publicly thanked Chairman Bankston for obtaining the frequently requested list detailing the Hamilton County Department of Education's (HCDE) spending plans and school projects. He added that a public discussion needs to take place regarding the list and he recommended a more equal distribution of funds among districts. A copy of the list has been filed with the Clerk's office.

DELEGATIONS

Chairman Pro Tempore Fairbanks asked for delegations on matters other than zoning. There were none.

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There being no further business, Chairman Pro Tempore Fairbanks declared the meeting in recess until Wednesday, February 24, 2016 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

W.F.K.
Clerk's Initials

**OFFICE OF THE CRIMINAL COURT CLERK
HAMILTON COUNTY, TENNESSEE
VINCE DEAN, CLERK**

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

REPORT OF CLERKS FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK

MONTH: December 2015

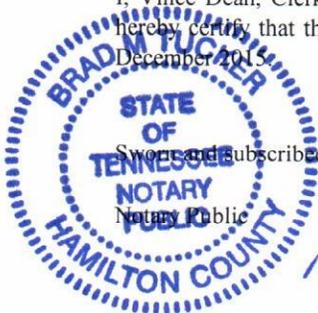
| | CRIMINAL AND SESSIONS DIVISIONS | DELINQUENT COLLECTIONS DIVISION | TOTAL |
|--|---------------------------------|---------------------------------|-------------------|
| REVENUES, per IFAS | | | |
| Fees and Commissions | | | |
| Criminal Division | \$ 99,719.42 | | \$ 99,719.42 |
| Sessions Division | 43,404.47 | | 43,404.47 |
| Delinquent Collections | | \$ 61,881.57 | 61,881.57 |
| Interest | | | |
| Criminal Division | 69.85 | | 69.85 |
| Sessions Division | (67.28) | | (67.28) |
| Delinquent Collections | | 70.88 | 70.88 |
| Computer Service fees | | | |
| Criminal Division | 1,202.00 | | 1,202.00 |
| Sessions Division | 2,135.34 | | 2,135.34 |
| Delinquent Collections | | | - |
| Appropriation from Hamilton County | | | - |
| TOTAL REVENUES | 146,463.80 | 61,952.45 | 208,416.25 |
| EXPENDITURES, per IFAS | | | |
| Salaries | | | |
| Criminal Division | 115,622.16 | | 115,622.16 |
| Sessions Division | 163,259.34 | | 163,259.34 |
| Delinquent Collections | | 19,342.32 | 19,342.32 |
| Employee Benefits - Delinquent Collections | | 6,999.38 | 6,999.38 |
| Other operating expenditures | | | |
| Criminal Division | | | - |
| Delinquent Collections | | 719.82 | 719.82 |
| Other - Adjustments | | | |
| Criminal Division | (15,317.18) | | (15,317.18) |
| Sessions Division | (21,704.66) | | (21,704.66) |
| Delinquent Collections | | 37,021.84 | 37,021.84 |
| Excess Fees paid to County - Criminal Division | | | - |
| TOTAL EXPENDITURES | 241,859.66 | 64,083.36 | 305,943.02 |
| REVENUES OVER (UNDER) EXPENDITURES | (95,395.86) | (2,130.91) | (97,526.77) |
| BALANCE AT THE BEGINNING OF MONTH | (705,920.26) | 394,203.36 | (311,716.90) |
| BALANCE AT THE END OF MONTH | \$ (801,316.12) | \$ 392,072.45 | \$ (409,243.67) |

I, Vince Dean, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for December 2015.

Vince Dean

Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 19th day of February 2016.



Brad Tucker

My Commission Expires:
**My Commission Expires
May 11, 2019**

**OFFICE OF THE CRIMINAL COURT CLERK
HAMILTON COUNTY, TENNESSEE
VINCE DEAN, CLERK**

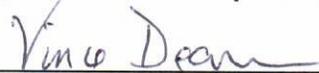
To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

REPORT OF CLERKS FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK

MONTH: January 2016

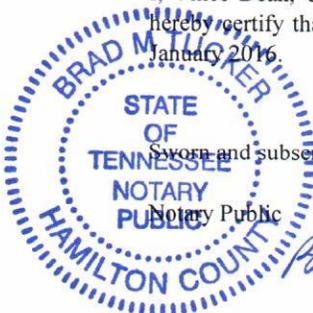
| | CRIMINAL AND SESSIONS DIVISIONS | DELINQUENT COLLECTIONS DIVISION | TOTAL |
|--|---------------------------------|---------------------------------|------------------------|
| REVENUES, per IFAS | | | |
| Fees and Commissions | | | |
| Criminal Division | \$ 7,050.24 | | \$ 7,050.24 |
| Sessions Division | 55,714.44 | | 55,714.44 |
| Delinquent Collections | | \$ 63,457.69 | 63,457.69 |
| Interest | | | |
| Criminal Division | 70.08 | | 70.08 |
| Sessions Division | (83.96) | | (83.96) |
| Delinquent Collections | | 73.57 | 73.57 |
| Computer Service fees | | | |
| Criminal Division | 12.00 | | 12.00 |
| Sessions Division | 2,327.59 | | 2,327.59 |
| Delinquent Collections | | | - |
| Appropriation from Hamilton County | | | - |
| TOTAL REVENUES | 65,090.39 | 63,531.26 | 128,621.65 |
| EXPENDITURES, per IFAS | | | |
| Salaries | | | |
| Criminal Division | 77,492.72 | | 77,492.72 |
| Sessions Division | 111,100.09 | | 111,100.09 |
| Delinquent Collections | | 12,029.58 | 12,029.58 |
| Employee Benefits - Delinquent Collections | | 6,119.96 | 6,119.96 |
| Other operating expenditures | | | |
| Criminal Division | | | - |
| Delinquent Collections | | 1,248.17 | 1,248.17 |
| Other - Adjustments | | | |
| Criminal Division | | | - |
| Sessions Division | | | - |
| Delinquent Collections | | - | - |
| Excess Fees paid to County - Criminal Division | | | - |
| TOTAL EXPENDITURES | 188,592.81 | 19,397.71 | 207,990.52 |
| REVENUES OVER (UNDER) EXPENDITURES | (123,502.42) | 44,133.55 | (79,368.87) |
| BALANCE AT THE BEGINNING OF MONTH | (801,316.12) | 392,072.45 | (409,243.67) |
| BALANCE AT THE END OF MONTH | \$ (924,818.54) | \$ 436,206.00 | \$ (488,612.54) |

I, Vince Dean, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for January 2016.



Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 19th day of FEBRUARY, 2016



Notary Public



My Commission Expires:

**My Commission Expires
May 11, 2019**



Hamilton County Board of Commissioners

RESOLUTION

No. 316-1

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, OATH OF DEPUTY SHERIFF, AND THE OATHS OF OFFICE OF COMMISSIONERS OF NORTH WEST UTILITY DISTRICT.

WHEREAS, William F. (Bill) Knowles, Hamilton County Clerk, has certified according to the records of his office that the persons named on the attached listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** have duly applied for the positions so sought; and

WHEREAS, said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** have given approved bonds for the office of Notary Public and have taken the oath of office; and

WHEREAS, said Bill Knowles has certified according to the records of his office that the persons named on the attached listing labeled **“OATHS OF DEPUTY SHERIFFS”** have taken the oath of office.

WHEREAS, said Bill Knowles has certified according to the records of his office that the person named on the attached listing labeled **“OATHS OF OFFICE OF COMMISSIONERS OF THE NORTH WEST UTILITY DISTRICT”** have taken the oaths of office; and

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY BOARD OF COMMISSIONERS:

1. That the persons named on the listing labeled **“HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS”** are hereby approved as applicants to be submitted to the Secretary of State; and
2. That the persons listed on the **“REPORT FROM THE OFFICE OF THE COUNTY CLERK”** relative to bonds given for the position of Notary Public are hereby approved for such and the bonds are accepted and the oaths therefor are approved as taken; and
3. That the persons named on the listing labeled **“OATHS OF DEPUTY SHERIFFS”** are accepted and the oaths therefor are approved as taken; and
4. That the person named on the listing labeled **“OATHS OF OFFICE OF COMMISSIONERS OF THE NORTH WEST UTILITY DISTRICT”** are accepted and the oaths therefor are approved as taken; and
5. That each such person named on any listing hereinabove mentioned (which listing is attached hereto and incorporated herein by reference) is hereby deemed to have been individually considered according to the particular matter relating thereto.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

MARCH 2, 2016

| NAME | RESIDENCE | BUSINESS |
|----------------------|---|--|
| Roberta D. Abernathy | 2701 Glenwood Parkway Chattanooga, TN 37404 423-364-5317 | John P. Franklin Funeral Home 1101 Dodds Avenue Chattanooga, TN 37404 423-622-9995 |
| Michael M. Allison | 116 Riverpoint Road Signal Mtn., TN 37377 423-886-2776 | Title Services of TN, Inc. 6227 Lee Hwy., Ste. C Chattanooga, TN 37421 423-499-4475 |
| Leigh Althaus | 813 Crown Point Rd., W. Signal Mtn., TN 37377 423-488-1769 | Young Electric Co., Inc. 3907 Dodds Avenue Chattanooga, TN 37407 423-867-9324 |
| Hannah Anderson | 525 Hungry Hollow Road Cleveland, TN 37323 423-641-2294 | Liberty Tax 9203 Lee Hwy., Ste. 13 Ooltewah, TN 37363 423-641-8250 |
| Michelle L. Arp | 11000 Ooltewah-Georgetown Rd. Georgetown, TN 37336 423-802-0701 | Stolpmann Plumbing Company, Inc. 207 N. Holly Street Chattanooga, TN 37404 423-629-7779 |
| Erika Atlas | 6213 Shawtee Lane Chattanooga, TN 37416 423-531-0046 | TVFCU 491 Greenway View Dr. Chattanooga, TN 37411 423-634-5100 |
| Alex Barat | 127 Bentley Park Drive Cleveland, TN 37312 423-331-8309 | Liberty Tax 9203 Lee Hwy., Ste. 13 Ooltewah, TN 37363 423-641-8250 |
| Tiffany Baugh | 5220 Creeks Bend Lane Hixson, TN 37343 423-320-6959 | Hamilton County Juvenile Court 1600 E. Third St. Chattanooga, TN 37404 423-209-5100 |
| Rosella Beckmann | 9680 Twin Cedars Circle Ooltewah, TN 37363 423-619-9404 | Cherokee Area Council 6031 Lee Hwy. Chattanooga, TN 37421 423-892-8323 |
| Catherine Bentley | 3026 Ozark Circle Chattanooga, TN 37415 423-605-6800 | T. J. Show Co., Inc. 120 Nowlin Lane Chattanooga, TN 37421 423-894-6234 |

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MARCH 2, 2016**

| NAME | RESIDENCE | BUSINESS |
|---------------------|--|---|
| Corri Bischer | 119 Hollyberry Lane, #243 Chattanooga, TN 37411 423-320-3248 | N/A N/A N/A N/A |
| Nancy S. Boyd | 4511 Crestview Drive Chattanooga, TN 37415 N/A | UTC - HHP 615 McCallie Ave., Dept. 1051 Chattanooga, TN 37403 423-425-4323 |
| Amanda D. Brady | 8220 Oak Drive Chattanooga, TN 37421 423-505-0462 | Cash Express, LLC 7431 E. Brainerd Road Chattanooga, TN 37421 423-899-6808 |
| Gabriela Cader | 128 Peppertree Drive Cleveland, TN 37323 423-619-8201 | The Hutton Co. 736 Cherry Street Chattanooga, TN 37402 423-756-9267 |
| L. J. Campbell | 825 Mission Ridge Road Rossville, GA 30741 423-413-1151 | Serodino, Inc. 100 Hamm Road Chattanooga, TN 37405 423-266-1855 |
| Patricia Campbell | 1141 McDonald Drive Chattanooga, TN 37421 423-504-6043 | Jake Marshall Service, Inc. 611 West Manning St. Chattanooga, TN 37405 423-266-7200 |
| Linda Carter | 3512 Calhoun Avenue Chattanooga, TN 37407 423-355-7801 | American Alternator 3208 Rossville Blvd. Chattanooga, TN 37407 423-622-1992 |
| Richard Chapman | 305 Bass Road Chattanooga, TN 37421 423-521-3835 | Atlas Insurance Agency 6166 Shallowford Rd., Ste. 104 Chattanooga, TN 37421 423-822-5263 |
| Susan Chastain | 8506 Creek Stone Drive Chattanooga, TN 37421 423-892-3488 | Campbell & Associates, Inc. 651 E. 4th St., Ste. 600 Chattanooga, TN 37403 423-267-9718 |
| W. J. Chrisman, Jr. | 605 Marr Drive Signal Mtn., TN 37377 423-886-7369 | Self Employed 1206 Pointe Centre Dr., Ste. 160 Chattanooga, TN 37421 423-933-1817 |

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MARCH 2, 2016**

| NAME | RESIDENCE | BUSINESS |
|---------------------------|---|---|
| Judith M. Clemons | 2422 Cone Flower Trail Chattanooga, TN 37421 423-855-1863 | Unum 1 Fountain Square Chattanooga, TN 37402 423-294-1250 |
| April Curtis | 1849 S. Prairie Circle Hixson, TN 37343 423-903-4852 | Conner & Roberts, PLLC 4115 North Terrace Chattanooga, TN 37411 423-266-2144 |
| Ardelle Dickinson | 9597 Hastings Way Ooltewah, TN 37363 423-779-6063 | CADAS 207 Spears Avenue Chattanooga, TN 37405 423-643-1690 |
| Sondra G. Fidelibus | 784 New Home Loop Trenton, GA 30752 706-657-3208 | Transport Enterprise Leasing, LLC 400 Birmingham Hwy. Chattanooga, TN 37419 423-463-3295 |
| Glenda G. Foster | 110 Whiteside St. Lookout Mtn., TN 37350 423-821-1960 | Hamilton County Gov. 1600 E. Third St. Chattanooga, TN 37404 423-209-5181 |
| John Porter Franklin, Jr. | 4007 Midland Pike Chattanooga, TN 37411 423-322-1914 | John P. Franklin Funeral Home 1101 Dodds Avenue Chattanooga, TN 37404 423-622-9995 |
| Sharon K. Frizzell | 9700 Frizzell Lane Soddy Daisy, TN 37379 423-332-3166 | Affinity Environmental Group, Inc. 9916 Walden Street Soddy Daisy, TN 37379 423-332-7077 |
| Katherine S. Gaither | 312 S. Mission Ridge Dr. Rossville, GA 30741 423-834-3973 | Lewin Construction 2114 Fort Street Chattanooga, TN 37408 423-255-5798 |
| Shawn Haas | 4030 E. Freedom Circle Ooltewah, TN 37363 423-280-7388 | Southern Adventist University 5061 Industrial Drive Collegedale, TN 37315 423-236-2100 |
| Richard K. Harper | 2412 Maplewood Drive Chattanooga, TN 37421 423-653-3750 | Self-Employed Same Same Same |

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MARCH 2, 2016**

| NAME | RESIDENCE | BUSINESS |
|--------------------|--|--|
| Liza Heath | 2309 Peterson Drive Chattanooga, TN 37421 N/A | First Title Insurance Co. 2622 Broad Street Chattanooga, TN 37421 423-265-2507 |
| Caryl Hogsett | 2500 Wester St. Chattanooga, TN 37406 423-400-9501 | Church of the Highlands 6621 Hunter Rd. Harrison, TN 37341 423-493-4111 |
| Kimberly Hyde | 1196 Church St., N. E. Cleveland, TN 37312 423-457-2297 | Liberty Tax 9203 Lee Hwy., Ste. 13 Ooltewah, TN 37363 423-641-8250 |
| Paul Jacobs | 1011 Evanwood Drive Lookout Mtn., TN 37350 423-821-0688 | Paul Jacobs & Co., LLC 1300 S. Broad St., Ste. 303 Chattanooga, TN 37402 N/A |
| Deborah R. Johnson | 4917 Hwy. 157 Rising Fawn, GA 30738 N/A | Hamilton County Juvenile Court 1600 E. Third St. Chattanooga, TN 37404 423-209-5108 |
| Kerstin Johnson | 950 Spring Creek Rd., #244 East Ridge, TN 37412 423-838-4180 | BCBS of TN 1 Cameron Hill Circle 4.1 Chattanooga, TN 37412 423-535-2784 |
| James Jones | 4729 Briarwood Circle Chattanooga, TN 37416 423-591-1617 | N/A N/A N/A N/A |
| Judy Ateka Jones | 7652 Boriss Dr., Apt. B Chattanooga, TN 37416 423-304-4638 | Self-Employed 2209 Hamill Rd., Ste. C Hixson, TN 37343 423-386-5238 |
| Deborah F. Kelley | 8550 Demars Lane Hixson, TN 37343 N/A | Community Mortgage Corp. 1007 Ashland Terrace, Ste. 105 Chattanooga, TN 37415 N/A |
| Betty L. Kennedy | 4603 Paw Trail Chattanooga, TN 37416 423-521-7091 | Hamilton County Assessor of Prop. 6135 Heritage Park Dr. Chattanooga, TN 37416 423-209-7338 |

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MARCH 2, 2016

| NAME | RESIDENCE | BUSINESS |
|----------------------------|--|---|
| Charlotte Kimsey Mattingly | 3520 Lamar Ave. Chattanooga, TN 37415 423-243-7467 | State of TN. - Dept. of Child Services 2703 Ralph Buckner Blvd. Cleveland, TN 37311 423-728-7885 |
| Lacey L. LaFuze | 370 Hiwassee Drive Decatur, TN 37322 423-505-1353 | Southern Health Partners 2030 Hamilton Pl. Blvd., Ste. 140 Chattanooga, TN 37421 423-305-6971 |
| Aubrey Lang | 7860 Giorgio Circle Ooltewah, TN 37363 423-443-2385 | Mike Walker 6671 Las Vegas Blvd. S., #210 Las Vegas, NV 89119 423-635-9290 |
| Kelly J. Lee | 470 Lake Hills Circle Spring City, TN 37381 423-280-8534 | The Hutton Co., Inc. 736 Cherry Street Chattanooga, TN 37402 423-756-9267 |
| Vickie Middlebrooks | 793 Power Springs Cir. Flintstone, GA 30725 706-931-2154 | Hamilton County Juvenile Court 1600 E. Third St. Chattanooga, TN 37404 423-209-5105 |
| Patricia L. Moore | 6246 Laramie Circle Chattanooga, TN 37421 423-344-1773 | Hamilton County Gov. 625 Georgia Avenue Chattanooga, TN 37402 423-209-7203 |
| Waldo Alexis Morales | 1143 Maple Tree Lane Chattanooga, TN 37421 423-310-1018 | Morales Super Tax 442 Inman St., W. Cleveland, TN 37311 423-476-7688 |
| E. Gene Owenby | 2104 Hickory Dr., N.W. Cleveland, TN 37311 423-645-6933 | TVFCU 715 Market Street Chattanooga TN 37402 423-634-8300 |
| Kat Owenby | 2104 Hickory Dr., N.W. Cleveland, TN 37311 423-506-1836 | TVFCU 715 Market Street Chattanooga, TN 37402 423-634-3600 |
| William D. Owens | 8014 Sue Drive Ooltewah, TN 37363 423-894-0855 | Chattanooga Funeral Home 7414 Old Lee Hwy. Chattanooga, TN 37421 423-698-2541 |

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MARCH 2, 2016**

| NAME | RESIDENCE | BUSINESS |
|---------------------|---|---|
| Lynn Pierce | 119 Willowbrook Drive Ringgold, GA 30736 423-544-6671 | Ken Rannick, Attorney 4416 Brainerd Road Chattanooga, TN 37411 423-624-4002 |
| Maureen Ragland | 629 Parsons Lane Signal Mtn., TN 37377 423-886-9580 | First Tennessee Bank 979 E. Third St., B-0110 Chattanooga, TN 37403 N/A |
| Jennifer L. Ray | 1415 Jefferson Street Chattanooga, TN 37408 419-297-3172 | Grant, Konvalinka, et al 633 Chestnut, Ste. 900 Chattanooga, TN 37450 423-756-8400 |
| Erica Ruiz | 3429 Retro Hughes Road Graysville, TN 37338 423-554-4546 | Affinity Environmental Group, Inc. 9916 Walden Street Soddy Daisy, TN 37379 423-332-7077 |
| Teresa L. Selby | 8462 Bay Run Drive Hixson, TN 37343 423-834-4765 | CADAS 207 Spears Avenue Chattanooga, TN 37405 423-756-7644 |
| Barbara Ann Shaffer | 215 Hunt Avenue Chattanooga, TN 37411 423-762-3335 | Ken Rannick, Attorney 4416 Brainerd Road Chattanooga, TN 37411 N/A |
| Cruz M. Silva | 475 Kenny Lane Ringgold, GA 30736 706-937-7839 | Parkridge East Hospital 941 Spring Creek Road Chattanooga, TN 37412 423-499-2183 |
| Betty Gayle Sluder | 8912 Hurricane Ridge Rd. Chattanooga, TN 37421 423-432-8932 | Thomas Bible, Attorney 6918 Shallowford Rd., Ste. 100 Chattanooga, TN 37421 423-424-3116 |
| Janet C. Spencer | 9716 Imperial Drive Ooltewah, TN 37363 423-499-1956 | Allegiant Electric, Inc. 1515 Burns Avenue Chattanooga, TN 37412 423-244-0200 |
| Todd Trent | 7990 Hampton Cove Dr. Ooltewah, TN 37363 423-238-3768 | State Farm 5906 Main St., Ste. 100 Ooltewah, TN 37363 423-238-3478 |

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS
MARCH 2, 2016**

| NAME | RESIDENCE | BUSINESS |
|-------------------------|--|---|
| Lacy Tucker | 8330 Ellie Plaza, Apt. B12 Hixson, TN 37343 423-364-7041 | A. Emma Flynn, Attorney P.O. Box 4191 Chattanooga, TN 37405 423-304-9757 |
| Barbara Turner-Chappell | 2811 St. Johns Lane Chattanooga, TN 37421 706-664-3856 | Regions Bank 4334 Ringgold Road East Ridge, TN 37412 423-321-6543 |
| Annissa Wagner | 930 Ridgeway Ave. Signal Mtn., TN 37377 423-886-6307 | TN Interventional & Imaging 975 E. Third St., Box 376 Chattanooga, TN 37403 423-778-7232 |
| Whitney West | 1019 Hibbler Circle Chattanooga, TN 37412 423-315-2225 | TVFCU P.O. Box 23967 Chattanooga, TN 37422 423-634-3700 |
| Janet R. White | 7013 Cedar Crest Circle Harrison, TN 37341 423-298-2797 | Talley Construction Co., Inc. 1751 McFarland Avenue Rossville, GA 30741 706-866-0596 |

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
MARCH 2, 2016**

The following Notaries Public elect of Hamilton County appeared in the County Clerk's Office to receive their Commissions duly signed by the Governor of the State of Tennessee and countersigned by Honorable Tre Hargett, Secretary of State, bearing the date shown. They gave approved bonds of ten thousand dollars and qualified as by law required.

| <u>NAME</u> | <u>COMMISSION DATE</u> | <u>DATE QUALIFIED</u> |
|---------------------|------------------------|-----------------------|
| Robert Davis | August 13, 2015 | February 4, 2016 |
| Miracle L. Hurley | December 21, 2015 | February 4, 2016 |
| William D. Lyons | October 29, 2015 | February 4, 2016 |
| Sheila Kay Jones | December 21, 2015 | February 4, 2016 |
| Heather Best | April 20, 2015 | February 5, 2016 |
| Terri Stansell | April 20, 2015 | February 5, 2016 |
| Chaz McQuerrey | November 21, 2015 | February 5, 2016 |
| Susan N. Johnson | January 13, 2016 | February 5, 2016 |
| D. Grant Kunselman | January 13, 2016 | February 5, 2016 |
| Karen E. Eastman | January 13, 2016 | February 5, 2016 |
| Angela Breakey | January 13, 2016 | February 5, 2016 |
| Denita Barnes | December 8, 2016 | February 5, 2016 |
| Barbara Rodgers | January 13, 2016 | February 5, 2016 |
| Joyce F. McClain | December 8, 2015 | February 5, 2016 |
| Joshua Prichard | December 8, 2015 | February 9, 2016 |
| Joy Little | January 13, 2016 | February 9, 2016 |
| Robbie E. Dodd | February 1, 2016 | February 10, 2016 |
| W. Jane Hutchings | January 13, 2016 | February 10, 2016 |
| Michael Lawson | February 1, 2016 | February 10, 2016 |
| Connie E. Pelfrey | January 13, 2016 | February 10, 2016 |
| Eva N. Edwards | January 13, 2016 | February 10, 2016 |
| Angelia M. Griffith | January 13, 2016 | February 10, 2016 |
| Ansley Davis | August 25, 2015 | February 10, 2016 |
| James D. Brown | February 1, 2016 | February 11, 2016 |
| Sandra M. Crawley | September 21, 2015 | February 11, 2016 |
| Jonathan Cole | November 10, 2015 | February 11, 2016 |
| Cindy Brown | February 1, 2016 | February 11, 2016 |
| Susan Martin | February 1, 2016 | February 11, 2016 |
| Lynn Kirk | February 1, 2016 | February 11, 2016 |
| Karen D. Lavrey | January 13, 2016 | February 11, 2016 |
| Carrie Snyder | February 1, 2016 | February 12, 2016 |
| Kathy F. Jackson | January 13, 2016 | February 12, 2016 |
| Tonja L. Hicks | February 1, 2016 | February 12, 2016 |
| April L. Hester | February 1, 2016 | February 12, 2016 |
| Kevin J. Petty | December 21, 2015 | February 16, 2016 |
| Lina K. Pitchford | December 21, 2015 | February 16, 2016 |
| Jason Arnold | December 21, 2015 | February 16, 2016 |
| Juanita Yakimowich | February 1, 2016 | February 16, 2016 |

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
NOTARY PUBLIC BONDS AND OATHS
MARCH 2, 2016**

| <u>NAME</u> | <u>COMMISSION DATE</u> | <u>DATE QUALIFIED</u> |
|------------------------|-------------------------------|------------------------------|
| Theresa Burrows | February 1, 2016 | February 16, 2016 |
| Mary L. Ballew | December 8, 2015 | February 16, 2016 |
| Sharon Patricia Edison | December 8, 2015 | February 16, 2016 |
| Peggy S. Bates | February 1, 2016 | February 17, 2016 |
| Calvin Smith | February 1, 2016 | February 17, 2016 |
| Samantha Van Alstyne | February 1, 2016 | February 17, 2016 |
| Melinda Schmiedehausen | February 1, 2016 | February 17, 2016 |

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATH OF DEPUTY SHERIFF
March 2, 2016**

The individual listed below has been duly appointed Deputy Sheriff for Hamilton County, Tennessee by Sheriff James W. Hammond, III. The person was qualified as prescribed by law and was administered the oath of office on the date indicated below:

| <u>NAME</u> | <u>DATE OF OATH</u> |
|------------------|---------------------|
| Michael F. Ortel | February 11, 2016 |

STATE OF TENNESSEE }
Hamilton County } ss.

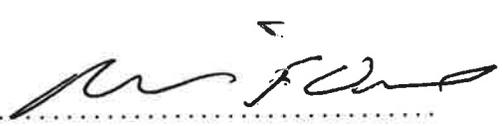
I, **Michael F. Ortel**....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, and that I will faithfully execute the duties of the office of Deputy Sheriff of Hamilton County, Tennessee, to which office I have been appointed by **James W. Hammond, III**, Sheriff of Said County of Hamilton and State of Tennessee, and which duties I am about to assume, to the best of my skill and ability, according to law.

I further swear that I have not promised or given, nor will I give, any fee, gift, gratuity or reward for the office, or for aid in procuring said office, and that I will not take any fee, gift, bribe or gratuity for returning any man as juror, or for making any false return of any process; and I further swear that I have nor directly or indirectly given, accepted, or knowingly carried a challenge, either in writing or otherwise, to any person being a citizen of this State, either in or out of the State, nor will I, during my continuance in office, be guilty of either of these acts, so help me God.

Sworn to and subscribed before me this
11th day of Feb., 2016.

W. F. Knowles.....

By *Leanne Reese*.....


Michael F. Ortel

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
OATHS OF OFFICE OF COMMISSIONERS OF
THE NORTH WEST UTILITY DISTRICT
MARCH 2, 2016**

The individuals listed below took the oath of office of commissioners of North West Utility District of Hamilton County, Tennessee. The persons qualified as prescribed by law, taking the oath on the date indicated.

| <u>NAME</u> | <u>DATE OF OATH</u> |
|--------------------|----------------------------|
| James A. Farmer | January 19, 2016 |
| Phyllis E. Marr | January 19, 2016 |
| Jeffrey Templeton | January 19, 2016 |
| Carlos Wilson | January 19, 2016 |
| John J. Cain | January 19, 2016 |
| Bill McGriff | January 19, 2016 |

COMMISSIONER OATH OF OFFICE

THE NORTH WEST UTILITY DISTRICT
OF HAMILTON COUNTY

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, James A. Farmer, having been duly appointed as a member of the Board of Commissioners of the North West Utility District of Hamilton County, Tennessee by order of the Hamilton County Mayor, entered on the 4th. day of December 2013, for the term December 4, 2013 to December 31, 2017, and in compliance with Article X, Section 1 of the Constitution of Tennessee and Tennessee Code Annotated, Section 8-18-107 and Section 8-18-109, I do solemnly swear that I will perform with fidelity the duties of the office to which I have been appointed and which I am about to assume and that I will support the Constitution of the State of Tennessee and of the United States.


James A. Farmer
Commissioner

Sworn to and subscribed before me this 19th day of January 2016.


Notary Public

My Commission Expires: 2-25-2017



FILED
Date 2/4/16

COMMISSIONER OATH OF OFFICE

THE NORTH WEST UTILITY DISTRICT
OF HAMILTON COUNTY, TENNESSEE

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, Phyllis E. Marr, having been duly appointed as a member of the Board of Commissioners of the North West Utility District of Hamilton County, Tennessee by order of the Hamilton County Mayor, entered on the 4th. day of December 2013, for the term December 4, 2013 to January 31, 2017, and in compliance with Article X, Section 1 of the Constitution of Tennessee and Tennessee Code Annotated, Section 8-18-107 and Section 8-18-109, I do solemnly swear that I will perform with fidelity the duties of the office to which I have been appointed and which I am about to assume and that I will support the Constitution of the State of Tennessee and of the United States.

Phyllis E. Marr

Phyllis E. Marr
Commissioner

Sworn to and subscribed before me this 19th day of January 2016.

Mary R Phillips

Notary Public



My Commission Expires: 2-25-2017

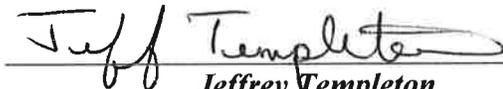
FILED
Date 2/4/16

COMMISSIONER OATH OF OFFICE

**THE NORTH WEST UTILITY DISTRICT
OF HAMILTON COUNTY, TENNESSEE**

**STATE OF TENNESSEE
COUNTY OF HAMILTON**

I, Jeffrey Templeton, having been duly appointed as a member of the Board of Commissioners of the North West Utility District of Hamilton County, Tennessee by order of the Hamilton County Mayor, entered on the 4th. day of December 2013, for the term December 4, 2013 to December 31, 2016, and in compliance with Article X, Section 1 of the Constitution of Tennessee and Tennessee Code Annotated, Section 8-18-107 and Section 8-18-109, I do solemnly swear that I will perform with fidelity the duties of the office to which I have been appointed and which I am about to assume and that I will support the Constitution of the State of Tennessee and of the United States.

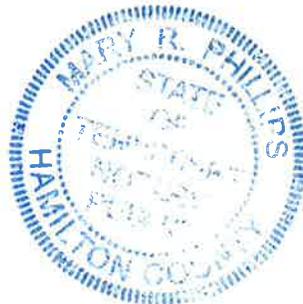


Jeffrey Templeton
Commissioner

Sworn to and subscribed before me this 19th day of January 2016.



Notary Public



My Commission Expires: 2-25-2017

FILED
Date 2/4/16

COMMISSIONER OATH OF OFFICE

THE NORTH WEST UTILITY DISTRICT
OF HAMILTON COUNTY, TENNESSEE

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, Carlos Wilson, having been duly appointed as a member of the Board of Commissioners of the North West Utility District of Hamilton County, Tennessee by order of the Hamilton County Mayor, entered on the 4th. day of December 2013, for the term December 4, 2013 to December 31, 2016, and in compliance with Article X, Section 1 of the Constitution of Tennessee and Tennessee Code Annotated, Section 8-18-107 and Section 8-18-109, I do solemnly swear that I will perform with fidelity the duties of the office to which I have been appointed and which I am about to assume and that I will support the Constitution of the State of Tennessee and of the United States.

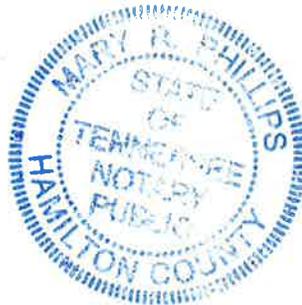


Carlos Wilson
Commissioner

Sworn to and subscribed before me this 19th day of January 2016.



Notary Public



My Commission Expires: 2-25-2017

FILED
Date 2/4/16

COMMISSIONER OATH OF OFFICE

THE NORTH WEST UTILITY DISTRICT
OF HAMILTON COUNTY, TENNESSEE

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, John J. Cain, having been duly appointed as a member of the Board of Commissioners of the North West Utility District of Hamilton County, Tennessee by order of the Hamilton County Mayor, entered on the 25th. day of November 2015, for the term December 31, 2015 to December 31, 2016, and in compliance with Article X, Section 1 of the Constitution of Tennessee and Tennessee Code Annotated, Section 8-18-107 and Section 8-18-109, I do solemnly swear that I will perform with fidelity the duties of the office to which I have been appointed and which I am about to assume and that I will support the Constitution of the State of Tennessee and of the United States.



John J. Cain
Commissioner

Sworn to and subscribed before me this 19th day of January 2016.



Notary Public

My Commission Expires: 2-25-2017



FILED
Date 2/4/16

COMMISSIONER OATH OF OFFICE

**THE NORTH WEST UTILITY DISTRICT
OF HAMILTON COUNTY, TENNESSEE**

**STATE OF TENNESSEE
COUNTY OF HAMILTON**

I, Bill McGriff, having been duly appointed as a member of the Board of Commissioners of the North West Utility District of Hamilton County, Tennessee by order of the Hamilton County Mayor, entered on the 25th. day of November 2015, for the term December 31, 2015 to December 31, 2019, and in compliance with Article X, Section 1 of the Constitution of Tennessee and Tennessee Code Annotated, Section 8-18-107 and Section 8-18-109, I do solemnly swear that I will perform with fidelity the duties of the office to which I have been appointed and which I am about to assume and that I will support the Constitution of the State of Tennessee and of the United States.

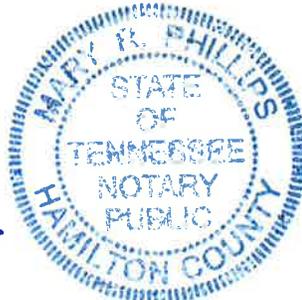


Bill McGriff
Commissioner

Sworn to and subscribed before me this 19th day of January 2016.



Notary Public



My Commission Expires: 2-25-2017

FILED
Date 2/4/16



Hamilton County Board of Commissioners

RESOLUTION

No. 316-2

A RESOLUTION APPROVING THE EXPENDITURE OF ONE THOUSAND THREE HUNDRED THREE DOLLARS (\$1,303.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT NINE) TO ASSIST WITH THE PURCHASE OF LAB EQUIPMENT FOR BROWN MIDDLE SCHOOL.

WHEREAS, there is a need for lab equipment at Brown Middle School; and

WHEREAS, Commissioner Chester Bankston desires to use One Thousand Three Hundred Three Dollars (\$1,303.00) from discretionary bond funds, as allotted to District Nine, to assist with the purchase of said lab equipment; and

WHEREAS, this expenditure has been approved by the Hamilton County Board of Education; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the expenditure of One Thousand Three Hundred Three Dollars (\$1,303.00) from discretionary bond funds, as allotted to District Nine, be approved to assist with the purchase of lab equipment for Brown Middle School.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 316-3

A RESOLUTION APPROVING THE EXPENDITURE OF UP TO ONE THOUSAND NINE HUNDRED THIRTY EIGHT DOLLARS (\$1,938.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT FIVE) TO PURCHASE A SECURITY SYSTEM FOR WOODMORE ELEMENTARY SCHOOL.

WHEREAS, Woodmore Elementary School is in need of a security system; and

WHEREAS, Commissioner Greg Beck has expressed a desire to use up to One Thousand Nine Hundred Thirty Eight Dollars (\$1,938.00) from discretionary bond funds, as allotted to District Five, to purchase said security system; and

WHEREAS, this purchase has been approved by the Hamilton County Board of Education; and

WHEREAS, this County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the expenditure of up to One Thousand Nine Hundred Thirty Eight Dollars (\$1,938.00) from discretionary bond funds be approved to purchase a security system for Woodmore Elementary School.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 316-4

A RESOLUTION MAKING AN APPROPRIATION TO GAMMA PI BOULE FOUNDATION IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT FOUR.

WHEREAS, Section 5-9-109 of the Tennessee Code Annotated authorized the County Legislative Body to make appropriations to nonprofit charitable and civic organizations; and

WHEREAS, the Hamilton County Legislative Body recognizes the various nonprofit charitable and civic organizations located in Hamilton County have great need of funds to carry on their nonprofit work; and

WHEREAS, Commissioner Warren Mackey has expressed a desire to allocate Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies to Gamma Pi Boule Foundation to assist with the Boule Golf Classic; and

WHEREAS, the County Legislative Body deems said funding to be in the best interest of the citizens of Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

The Two Thousand Five Hundred Dollars (\$2,500.00) from General Fund discretionary monies be appropriated to Gamma Pi Boule Foundation to assist with the Boule Golf Classic.

BE IT FURTHER RESOLVED that this appropriation be made subject to the following conditions:

1. That the nonprofit charitable and civic organization to which funds are appropriated shall file with the County Clerk and the Administrator of Finance a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organization in accordance with Section 5-9-109(c), T.C.A.

2. That said funds must only be used by the named nonprofit charitable and civic organization in furtherance of their nonprofit purpose benefiting the general welfare of the residents of the County.

3. That it is the expressed interest of the County Commission of Hamilton County in providing these funds to the above named organization to be fully in compliance with Section 5-9-109 of the Tennessee Code Annotated and any and all other laws which may apply to County appropriations to nonprofit charitable and civic organizations and so this is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date

Short Form

OMB No. 1545-1150

Form **990-EZ**

Return of Organization Exempt From Income Tax

2015

Under section 501(c), 627, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Open to Public Inspection

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990-EZ and its instructions is at www.irs.gov/form990.

Department of the Treasury
Internal Revenue Service

A For the 2015 calendar year, or tax year beginning January 1, 2015, and ending December 31, 20 15

B Check if applicable:

- Address change
- Name change
- Initial return
- Final return/terminated
- Amended return
- Application pending

C Name of organization
Gamma PI Boule Foundation

Number and street (or P.O. box, if mail is not delivered to street address) Room/suite
1027 M. L. King Blvd.

City or town, state or province, country, and ZIP or foreign postal code
Chattanooga, Tennessee 37403

D Employer identification number
90-0787544

E Telephone number
423-266-0163

F Group Exemption Number ▶

G Accounting Method: Cash Accrual Other (specify) ▶

H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: ▶

J Tax-exempt status (check only one) — 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

K Form of organization: Corporation Trust Association Other **Foundation**

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ. ▶ \$

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I

| | | 1 | 2 | 3 | 4 | 5a | 5b | 5c | 6a | 6b | 6c | 6d | 7a | 7b | 7c | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | | |
|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|---|---|----|----|----|----|----|----|----|----|----|----|----|----|-----------|-----------|
| Revenue | 1 Contributions, gifts, grants, and similar amounts received | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 11,250.00 | |
| | 2 Program service revenue including government fees and contracts | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 | |
| | 3 Membership dues and assessments | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 | |
| | 4 Investment income | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 200.00 | |
| | 5a Gross amount from sale of assets other than inventory | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 | |
| | b Less: cost or other basis and sales expenses | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 |
| | c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 |
| | 6 Gaming and fundraising events | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | a Gross income from gaming (attach Schedule G if greater than \$15,000) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 |
| | b Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 |
| c Less: direct expenses from gaming and fundraising events | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 | |
| d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 | |
| 7a Gross sales of inventory, less returns and allowances | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 | |
| b Less: cost of goods sold | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 | |
| c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 | |
| 8 Other revenue (describe in Schedule O) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 | |
| 9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 11,450.00 | |
| Expenses | 10 Grants and similar amounts paid (list in Schedule O) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0 | |
| | 11 Benefits paid to or for members | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0 | |
| | 12 Salaries, other compensation, and employee benefits | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0 | |
| | 13 Professional fees and other payments to independent contractors | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0 |
| | 14 Occupancy, rent, utilities, and maintenance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0 |
| | 15 Printing, publications, postage, and shipping | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0 |
| | 16 Other expenses (describe in Schedule O) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0 |
| 17 Total expenses. Add lines 10 through 16 ▶ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0 | |
| Net Assets | 18 Excess or (deficit) for the year (Subtract line 17 from line 9) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 11,450.00 | |
| | 19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0 | |
| | 20 Other changes in net assets or fund balances (explain in Schedule O) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0 | |
| | 21 Net assets or fund balances at end of year. Combine lines 18 through 20 ▶ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 11,450.00 |

Part II Balance Sheets (see the instructions for Part II)
 Check if the organization used Schedule O to respond to any question in this Part II

| | (A) Beginning of year | (B) End of year |
|---|-----------------------|-----------------|
| 22 Cash, savings, and investments | 0 22 | 11,450 |
| 23 Land and buildings | | 0 |
| 24 Other assets (describe in Schedule O) | | 0 |
| 25 Total assets | | 11,450 |
| 26 Total liabilities (describe in Schedule O) | | 0 |
| 27 Net assets or fund balances (line 27 of column (B) must agree with line 21) | | 11,450 |

Part III Statement of Program Service Accomplishments (see the instructions for Part III)
 Check if the organization used Schedule O to respond to any question in this Part III

What is the organization's primary exempt purpose? Mentoring and Scholarship

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses
 (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

| | | |
|--|------------|---|
| 28 This is our 1st year of operation. No grants made, started raising funds | | |
| (Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/> | 28a | |
| 29 | | |
| (Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/> | 29a | |
| 30 | | |
| (Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/> | 30a | |
| 31 Other program services (describe in Schedule O) | | |
| (Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/> | 31a | |
| 32 Total program service expenses (add lines 28a through 31a) | 32 | 0 |

Part IV List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated—see the instructions for Part IV)
 Check if the organization used Schedule O to respond to any question in this Part IV

| (a) Name and title | (b) Average hours per week devoted to position | (c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-) | (d) Health benefits, contributions to employee benefit plans, and deferred compensation | (e) Estimated amount of other compensation |
|---|--|--|---|--|
| Robert J. Clark President | 4 | 0 | 0 | 0 |
| Sullivan R. Ruff, III Vice President | 4 | 0 | 0 | 0 |
| Travis Lytle Treasury | 3 | 0 | 0 | 0 |
| Frank Alford Secretary | 1 | 0 | 0 | 0 |
| Larry Bule | 1 | 0 | 0 | 0 |
| James Miller | 1 | 0 | 0 | 0 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 15 2014**

GAMMA PI BOULE FOUNDATION
1027 M L KING BLVD
CHATTANOOGA, TN 37403

Employer Identification Number:
90-0787544
DLN:
17053164405034
Contact Person:
SALLY B DAVENPORT ID# 31050
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 11, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations



Hamilton County Board of Commissioners RESOLUTION

No. 316-5

A RESOLUTION IN SUPPORT OF CHATTANOOGA 2.0, A COMMUNITY-WIDE EFFORT FOR ACADEMIC EXCELLENCE IN HAMILTON COUNTY.

- WHEREAS,** A great city and county with an engaged community provides a quality education and a sustainable economic future for all residents;
- WHEREAS,** to achieve these goals and meeting ongoing workforce demands of the region, our community has come together so 75% of our residents will earn a post-secondary credential or diploma that will improve the quality of life for all residents;
- WHEREAS,** over the next 100 days, community conversations will be held on ways to create clear, concise and impactful steps to improve academic success for all students; to prepare a skilled local workforce to fill living wage jobs and to put in place sustainable community engagement;
- WHEREAS,** our community is one of the top 10 metropolitan areas in the country for growing advanced industries, adding over 12,000 high-paying jobs since 2010 with the number expected to quadruple in the next five years;
- WHEREAS,** in the coming years, over 80% of jobs paying at least \$35,000 in our area will require a postsecondary certificate or degree and at this time, only 35% of students in Hamilton County are likely to obtain this level of education;
- WHEREAS,** there are many talented and dedicated teachers, principals, educators and higher education leaders in our community who are working every day to make a difference in the lives of students;

WHEREAS, there are actions that we know have the potential of making a difference, including teaching and leadership, early education and learning, stronger career connections at all levels, greater access to technology and greater involvement by families in the learning process;

WHEREAS, citizens of Chattanooga and Hamilton County over the years have come together to address major issues, drawing on the collective wisdom, knowledge and resources in our community to work toward positive solutions;

NOW THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That, on this day, March 2, 2016, the Hamilton County Commission endorses the Chattanooga 2.0 initiative, a community-wide effort for academic excellence in Hamilton County, and encourages all of our citizens, businesses and organizations to engage in the discussions that will renew our public education system in Hamilton County and fulfill the work force opportunities with local residents that exist now and well into the future.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 316-6

A RESOLUTION AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE REGISTER'S OFFICE DP FEE ACCOUNT IN THE AMOUNT OF \$24,208.05 FOR NECESSARY OFFICE UPGRADES AND INCREASING THE GENERAL FUND BUDGET FOR CAPITAL OUTLAY FOR THE HAMILTON COUNTY REGISTER'S OFFICE BY \$12,550.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, TCA 8-21-1001 allows the Register's Office to charge a \$2.00 data processing fee which is earmarked for the purchase, maintenance and/or upgrade of computerization in the Register's Office and which must be accounted for separately from other fees of the office; and

WHEREAS, TCA 8-21-1001 (i) allows that the Register may utilize the funds collected from the \$2.00 data processing fee for non-computer purposes directly related to the official function of the office if an amendment is adopted by a 2/3 vote of the county legislative body and if such subsequent purchases are authorized by the county legislative body; and

WHEREAS, Hamilton County adopted this amendment via Resolution 1213-5; and

WHEREAS, the purchases of furnishing from NOI Chattanooga in the amount of \$17,914.95 from the statewide contract and the floor tile/installation from Tom's Carpet Outlet Incorporated for \$6,294.00 based on three competitive quotes are necessary improvements to the Register's Office which may be covered under the above amendment; and

WHEREAS, the listed improvements to the Register's Office will require an amendment to the General Fund capital outlay budget for the Register's Office of \$12,550.00; and

WHEREAS, there are sufficient funds reserved in the Register's Office DP Fee account to pay for these purchases.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the appropriation of funds from the Register's Office DP Fee Account for these necessary office upgrades in the amount of \$24,208.05 is approved and the General Fund budget for capital outlay for the Register's Office is increased by the amount of \$12,550.00 and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

Approved:

Vetoed:

County Clerk

County Mayor

March 2, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 316-7

A RESOLUTION ACCEPTING THE BID OF DRAEGER SAFETY, INC. FOR A PORTABLE EXTERIOR LIVE FIRE TRAINER AND TANK PROP AMOUNTING TO \$28,785.00 FOR EMERGENCY SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for a portable exterior live fire trainer and tank prop for Emergency Services; and,

WHEREAS, the bid from Draeger Safety, Inc. amounting to \$28,785.00 was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of Draeger Safety, Inc. for a portable exterior live fire trainer and tank prop amounting to \$28,785.00 for Emergency Services is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date

BID SPECIFICATIONS

STATEMENT OF INTENT

Hamilton County, Tennessee is soliciting sealed bids for a Portable Exterior Live Fire Trainer and a Horizontal Tank Prop for outdoor firefighter training to meet the following specifications.

BID SUBMISSION REQUIREMENTS

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on February 16, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0216-100: Fire Trainer & Tank Prop". Any sealed envelope(s) enclosed within this envelope/ package should also be clearly marked with the same label.

Note: Important delivery / mailing instructions.

| |
|--|
| <p><i>NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.</i></p> |
| <p style="text-align: center;"><u>DELIVERY ADDRESS</u></p> |
| <p>Gail B. Roppo Director of Purchasing Bid # 0216-100: Fire Trainer & Tank Prop from {insert your company name here} Hamilton County Purchasing Department 455 N. Highland Park Avenue Chattanooga, TN 37404</p> |

COMPLETION OF THE ATTACHED BID RESPONSE FORM

Submit your bid as specified on the attached "Detailed Bid Specifications and Bid Response Form". Any exceptions taken to the specifications for any unit should be clearly set forth in the bid response. Please provide your estimated delivery date after receipt of order in addition to your pricing information.

COMPLETION OF THE AUTHORIZATION TO BIND FORM

Please complete and sign the attached "Authorization to Bind" form.

CONTACTS

Questions concerning bid specifications should be directed to:

Lt. Jody L. Clift
Fire Training\Hazmat
Hamilton County Emergency Services
(423) 209-6929 or 423-595-6938

Questions concerning bid procedures should be directed to:

Linda Chumbler
Hamilton County Purchasing Department
(423) 209-6350
lindac@hamiltontn.gov

ATTACHMENTS

- Detailed Bid Specifications & Bid Pricing Form
- Hamilton County General Terms & Conditions
- Authorization to Bind

SHIPPING AND HANDLING

Any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment. No additional charges will be allowed.

DELIVERY INSTRUCTIONS

All products must be delivered to:

Hamilton County Emergency Services
Attn: Lt. Jody Clift
317 Oak Street, Suite 302
Chattanooga, TN 37403

MINIMUM LIMITS OF INSURANCE

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage

- f) Personal Injury
- 2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies [see below information as to how the additional insured should be stated]. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

For listing purposes as to the additional insured, please use the following:

Hamilton County, TN
c/o Hamilton County Risk Management Office
317 Oak Street, 2nd Floor
Chattanooga, TN 37403

General Overview

Hamilton County Fire Training is requesting a bid on a portable exterior live fire training simulator that shall provide large, visible main fires for use in outdoor firefighter training. The simulator’s fires shall withstand high pressure and high volume of water applied from two or more attack lines. The fires shall resist extinguishment and the props shall be designed to resist damage, or movement under all hose stream patterns – Fog, straight, or solid streams. The simulator shall include the necessary approved control systems and valves for supplying Liquefied Petroleum Gas (LPG) in the vapor phase to a pilot burner, and LPG in the liquid phase to the main burner at two or more levels in at least two selectable zones on the simulator.

The portable fire training simulator shall include the following components:

- Electrical control panel with 50-ft. cable to Equipment Box
- Equipment Box – with continuously-monitored pilot and main burner control devices
- 6-ft. x 4-ft. water bath burn pan
- 50-ft. hoses with approved quick-connectors to LPG supply

The system must be NRTL approved – unapproved products will not be accepted.

Specifications

Control Panel

| Criteria | Meet or Exceeds | Does Not Meet | Comments |
|--|-----------------|---------------|----------|
| All electrical panels shall be rated to at least NEMA 4. | | | |
| The control panel shall include the following controls at a minimum: <ul style="list-style-type: none"> • ON/OFF switch with removable key • An emergency stop switch with indicator • Pilot control switch • Indicator lights to provide confirmation of pilot status • Main burner control switch – Off/Low/High • Auxiliary control switch • System status indicator lights • Deadman foot pedal for fail-safe extinguishment of main fires | | | |
| The control panel shall be mounted on a portable stand constructed from 304 stainless steel. Handheld units are not acceptable. | | | |
| The control panel stand shall house only electrical components - gas components shall not be mounted on the same stand. | | | |
| Control panel shall include 50-ft. weather-proof cables for connection to power supply and Equipment Box. | | | |

Equipment Box

| Criteria | Meets or Exceeds | Does Not Meet | Comments |
|---|------------------------|---------------------|----------|
| Constructed from seal-welded 304 stainless steel. | | | |
| Includes 304 stainless steel guard for hoses/electrical cable. | | | |
| Includes pilot system with electronically proven, continuously monitored pilot flame – visual verification will not be accepted. | | | |
| Pilot monitoring shall be accomplished using a flame rod – optical sensors will not be accepted. | | | |
| The main burner fuel supply shall be interlocked to the combustion safeguard device. | | | |
| Liquid LPG control valves shall be CSA rated and control flow to the main burner at low and high levels and to an additional selectable auxiliary burner. | | | |
| A strainer shall be included to protect valve equipment from debris in LPG supply. | | | |

Burn Pan

| Criteria | Meets or Exceeds | Does Not Meet | Comments |
|---|------------------------|---------------------|----------|
| The main fires of the simulator shall be emitted from water bath burners in a 4-ft. by 6-ft. burn pan with a depth of at least 6-in. | | | |
| The burn pan shall be constructed of seal-welded 304 stainless steel. | | | |
| The top of the water bath areas shall be protected by 19-W-4 galvanized bar grating. | | | |
| The burn pan shall provide at least two zones of fire. | | | |
| Two heat resistant wheels and two lifting handles shall be included, that shall remain installed throughout the use of the simulator. | | | |
| Burn pan shall include auxiliary connections to supply props with liquid propane and cooling water. | | | |
| Auxiliary connections shall consist of stainless steel hoses with quick connect fittings. | | | |

Bid#0216-100: Portable Exterior Live Fire Trainer & Tank Prop
Hamilton County, Tennessee

Props

| Criteria | Meets or Exceeds | Does Not Meet | Comments |
|---|------------------|---------------|----------|
| Props shall be interchangeable by hand (i.e. light-weight construction or mounted on caster wheels). | | | |
| Props shall operate using the auxiliary connections within the burn pan. | | | |
| Vendors shall include pricing for a minimum of five (5) optional props so that the cost of future expansion can be considered in the award of this bid. | | | |

Commissioning

| Criteria | Meets or Exceeds | Does Not Meet | Comments |
|---|------------------|---------------|----------|
| Vendor shall include all shipping and crating charges for the system and prop(s) to the training site. | | | |
| One hard copy manual describing the operation, maintenance and trouble-shooting of the exterior live fire training simulator shall be provided by the vendor. | | | |
| Vendor shall include pricing for one day (8 hrs), onsite Operations and Maintenance training. | | | |
| Vendor shall provide a set of acceptance documents for review and approval by the Owner to verify that the provided product meets this specification. A Declaration of Acceptance shall be signed by both the Owner and the vendor factory representative when product is accepted. The warranty start date shall be recorded on the Declaration of Acceptance | | | |
| Vendor shall supply with the bid a copy of their standard warranty statement for the portable live fire training simulator as specified and offered. A minimum one (1) year, parts and labor, warranty shall be provided, FOB the vendor's plant. Toll free technical phone support shall be provided. The warranty period shall start when the project is complete, as evidenced by completed declaration of acceptance in the acceptance documents. | | | |

Horizontal Tank Prop

| Criteria | Meets or Exceeds | Does Not Meet | Comments |
|--|------------------------|---------------------|----------|
| Sized to represent a 250 gallon horizontal propane tank | | | |
| Prop must have largest gas orifice available for effect & noise | | | |
| Prop must have a simulated shutoff valve on the bottom to represent isolating tank line from source. | | | |
| Includes a relief valve fire at the top of tank | | | |
| Approximately 93" long x 30" diameter with convex ends | | | |
| Constructed from 3/16" steel, fully welded | | | |
| Exterior of prop to be painted with high temperature paint | | | |
| Prop to include 6" steel swivelling caster wheels | | | |
| Prop to include a pluggable rupture simulator with adjustable water flow rate | | | |

Product Submittals

Vendor to include:

1. Brochure on base unit and complete product prop offering along with specific pictures of the equipment housing, pilot areas, and control panel
2. References of (4) other locations using the base unit
3. Resume(s) of the training staff who is responsible for providing the training for the unit

**Bid#0216-100: Portable Exterior Live Fire Trainer & Tank Prop
Hamilton County, Tennessee**

Pricing:

| Description: | Price: |
|--|--------|
| | |
| Control Panel to include burn pan, valve equipment box, hose cover, control panel, and 50' connection for propane and electrical | |
| Horizontal Tank Prop | |
| One (1) day onsite Operations and Maintenance training | |
| Set-up charges | |
| | |
| Total bid price: | |

| Please list and price additional props for future purchase | Price: |
|--|--------|
| | |
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

Company Name: _____

By: _____

Phone: _____

Email Address: _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation - Log

2/04/2016 7:56 AM Eastern

Solicitation Title: Portable Exterior Live Fire Trainer & Tank Prop
 Number: 0216-100
 Bids Due: 2/16/2016 10:30:00 AM Eastern
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

| Message Summary | | Message Detail | | Document Detail | | | |
|------------------------|------------------|----------------|--|---|--|---------------|-----------------|
| Message Summary | | export | print | Records Per Page <input type="text" value="1"/> | | | |
| <u>Send Date</u> | <u>Time Zone</u> | <u>Sent By</u> | <u>Message Subject</u> | <u>Template Name</u> | <u>Message Comment</u> | <u># Sent</u> | <u># Failed</u> |
| 2/04/2016 7:56:12AM | Eastern | Linda Chumbler | 0216-100 - Portable Exterior Live Fire Trainer & Tank Prop | Invitation | Please click on the above solicitation number to access bid documents. | 204 | 2 |

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Please run the attached ad on February 4, 2016, in the legal notices.

LEGAL NOTICE

Bids for Portable Exterior Live Fire Trainer & Tank Prop will be opened at 10:30 A.M. on February 16, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing

LEGAL NOTICE

Bids for Portable Exterior Live Fire Trainer & Tank Prop will be opened at 10:30 A.M. on February 16, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing

(1) Portable Exterior Live Fire Trainer & Tank Prop
Emergency Services
Tuesday, February 16, 2016

10:30 A.M.

| | | |
|------------------|--------------------|---------------|
| Vendors: | Draeger | Pro-Safe Fire |
| | Safety, Inc. | Training |
| | | Systems Inc. |
| Total Bid Price: | \$28,785.00 | \$62,000.00 |
| Delivery: | 8-10 wks | 90 days |
| Terms: | Upon receipt of PO | Net 30 |

| | |
|----------------------|----------------|
| Request For Bids: | |
| Newspaper Ad: | 2/4/2016 |
| Vendor Notification: | 204 |
| Vendor Response: | 2 |
| Budgeted: | Capital Outlay |



Hamilton County Board of Commissioners

RESOLUTION

No. 316-8

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO INCREASE THE CONTRACT WITH TWH ARCHITECTS, INC. FOR THE DESIGN OF THE NEW EAST BRAINERD ELEMENTARY SCHOOL, FOR AN AMOUNT NOT TO EXCEED \$141,035.88 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 1012-7 was approved the firm of TWH Architects, Inc. to provide design services for East Brainerd Elementary; and,

WHEREAS, according to the design contract, the architectural fee for design services would be recalculated when the final construction cost is known; and,

WHEREAS, the lump sum bid construction cost is greater than the estimated construction cost used to calculate the design contract amount; and,

WHEREAS, based on the bid construction cost and completion of the project, the architectural fee should be increased for an amount not to exceed \$141,035.88 for design services.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is authorized to increase the contract with TWH Architects, Inc. for the design of the new East Brainerd Elementary for an amount not to exceed \$141,035.88.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date

CHANGE ORDER

Owner
 Architect
 Contractor
 Field
 Other

PROJECT: East Brainerd Elementary School CHANGE ORDER NUMBER: Seven (7)
 (name, address) 7553 Igou Gap Road
 Chattanooga, Tennessee 37421 INITIATION DATE: 28-Dec-15

TO (Contractor): Tri-Con, Inc. ARCHITECT'S PROJECT NO. 130.12.00
 2040 North Ocoee Street
 Cleveland, Tennessee 37311 CONTRACT FOR: General Construction

CONTRACT DATE: 01/16/14

You are directed to make the following changes in this Contract:

| | | | |
|---------------|---|--------|---------------|
| Item One: | Proposal Request 79 - Site lighting changes | Deduct | -\$545.33 |
| Item Two | Proposal Request 81 - Facility mailbox | Add | \$3,937.50 |
| Item Three | Proposal Request 82 - Delete asphalt primer at cement stabilized base | Deduct | -\$10,815.00 |
| Item Four | Owner request - Provide additional survey work at Northeast corner | Add | \$1,200.00 |
| Item Five | Proposal Request 86 - Add Multihandicap dishwasher | Add | \$3,492.85 |
| Item Six | Proposal Request 87 R1 - City of Chattanooga Fire Dept requirements | Add | \$3,196.00 |
| Item Seven | Proposal Request 88 - Add light switch to Multihandicap | Add | \$1,133.80 |
| Item Eight | Proposal Request 89 - Move projection screen in Media Center | Add | \$2,275.82 |
| Item Nine | Proposal Request 90 - Provide additional H/C ramp at Multihandicap | Add | \$3,671.00 |
| Item Ten | Proposal Request 91 - Change wall stops to floor stops, 14 instances | Add | \$972.30 |
| Item Eleven | Proposal Request 93 - Add additional Pre-K cubicals | Add | \$3,159.92 |
| Item Twelve | Proposal Request 94 - Revise fire lane curbing | Add | \$3,650.96 |
| Item Thirteen | Proposal Request 95 - Change door locksets, provide closer, move clock receptacle | Add | \$5,134.26 |
| Item Fourteen | Proposal Request 96 - Change Dr 1701 hardware to lever handle both sides. | Add | \$13,476.43 |
| Item Fifteen | Deduct remaining contingency amount to Tricon | Add | \$239,760.37 |
| | Deduct from Owner's Contingency | | \$273,700.88 |
| | Owner's Original Contingency Allowance | | 1,000,000.00 |
| | Previous amounts deducted | | -\$726,299.12 |
| | Amount remaining after previous deductions | | 273,700.88 |
| | Owner's Contingency Remaining | | \$0.00 |
| | Total change this Change Order | | \$0.00 |

Not valid until signed by both the Owner and Architect

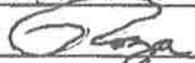
Signature of the Contractor indicates his agreement herewith including any adjustment in the Contract Sum or Contract Time

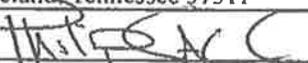
The Original (Contract Sum) (Guaranteed Maximum-Cost) was..... \$23,142,000.00
 Net change previously authorized by Change Orders..... \$0.00
 The (Contract Sum) (Guaranteed Maximum-Cost) prior to this Change Order was..... \$23,142,000.00
 The (Contract Sum) (Guaranteed Maximum-Cost) will be (increased) (decreased) (unchanged)
 by this Change Order..... \$0.00
 The new (Contract Sum) (Guaranteed Maximum-Cost) including this Change Order will be..... \$23,142,000.00
 The Contract Time will be (increased) (decreased) (unchanged) by zero (0) days.
 The Date of Substantial Completion as of the date of this Change Order therefore is July 31, 2015.

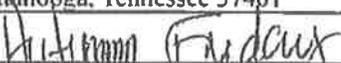
ARCHITECT
 TWH Architects, Inc.
 651 East 4th Street, Suite 500
 Chattanooga, TN 37403

CONTRACTOR
 Tri-Con, Inc.
 2040 North Ocoee Street
 Cleveland, Tennessee 37311

Authorized: OWNER
 Hamilton County, Tennessee
 1250 Market Street
 Chattanooga, Tennessee 37401

By 
 Date 28 DEC 15

By 
 Date 4 JAN 16

By 
 Date 1/28/16

COMPENSATION TO DESIGNER

- I. The DESIGNER shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement. The professional design services to be provided under this Agreement will be administered and coordinated by TWH Architects, Inc.

- II. The OWNER shall compensate the DESIGNER in accordance with the Terms and Conditions of this Agreement.
 - A. FOR BASIC SERVICES, as described in Article 1-1 of the Terms and Conditions, Basic Compensation shall be a lump sum fee of \$1,138,020.00, calculated using the formula $35/(\log P - 1.15)$, based on an Estimated Construction Cost (P) of \$20,000,000.00. The lump sum fee will be recalculated at the end of the project based on the Final Construction Cost (P) using the above formula.

 - B. FOR ADDITIONAL SERVICES, as described in Article 1-2 of the Terms and Conditions, compensation will be mutually agreed on by the Owner and the Designer, for an amount not to exceed \$10,000, unless previously authorized in writing by the Owner.

 - C. REIMBURSABLE EXPENSES, amounts expended as defined in Article 1-3 of the Terms and Conditions, not to exceed \$75,000.00, unless previously authorized in writing by the Owner.

 - D. SURVEYING, EASEMENTS & PERMITS, amounts expended as described in Article 1-4, times a multiple of 1.10, for an amount not to exceed \$18,500.00, unless previously approved in writing by the Owner.

- III. THE OWNER AND THE DESIGNER agree in accordance with the Terms and Conditions of this Agreement that:
 - A. Articles 1-1-1 to 1-1-28 of the BASIC SERVICES covered by this Agreement shall be completed within 22 months of the effective date of the Agreement.

 - B. If the scope of services is changed in writing by the Owner, the compensation will be calculated in accordance with paragraph II(B) above.



Hamilton County Board of Commissioners RESOLUTION

No. 1012- 7

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH TWH ARCHITECTS, INC. FOR THE DESIGN OF THE NEW EAST BRAINERD ELEMENTARY SCHOOL FOR AN AMOUNT NOT TO EXCEED \$1,241,520 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 912-38 was approved by this Legislative Body, on September 19, 2012, approving TWH Architects, Inc. to provide design services for the new East Brainerd Elementary School; and,

WHEREAS, the total amount of the contract shall not exceed \$1,241,520 without approval by the County Commission; and,

WHEREAS, the contract amount will be paid out of previously budgeted funds.

WHEREAS, this contract will also be signed by a representative of the Hamilton County Department of Education.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is authorized to enter into and execute a contract with TWH Architects, Inc. to provide design services for the new East Brainerd Elementary School for an amount not to exceed \$1,241,520 of previously budgeted funds.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

MB: 386
PAGE: 118

Approved:

Rejected:

Approved:

Vetoed:

CERTIFICATION OF ACTION

[Signature]
County Clerk

[Signature]
County Mayor

October 3, 2012

Date





Hamilton County Board of Commissioners RESOLUTION

No. 316-9

A RESOLUTION ACCEPTING THE BID OF AMERICAN GROUP PHOTOGRAPHY dba CUSTOM PHOTO IMAGES FOR ONE (1) ROUNDSHOT METRICS CAMERA AND EQUIPMENT AMOUNTING TO \$17,995.00 FOR SHERIFF'S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) Roundshot Metrics camera and equipment for the Sheriff's Office; and,

WHEREAS, the bid from American Group Photography dba Custom Photo Images amounting to \$17,995.00 was the only bid received, but said bid is deemed reasonable; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of American Group Photography dba Custom Photo Images for one (1) Roundshot Metrics camera and equipment amounting to \$17,995.00 for the Sheriff's Office is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date

BID SPECIFICATIONS

1. STATEMENT OF INTENT

Hamilton County, Tennessee is soliciting sealed bids for one (1) Roundshot Metrics Camera to include the following equipment as per attached specifications. Manufacturer and Model must be quoted as specified. **No substitutions will be allowed on this bid.**

2. BID SUBMISSIONS REQUIREMENTS

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 2:00 p.m. (ET) on February 11, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0216-099: Roundshot Metrics Camera". Any sealed envelope(s) enclosed within this envelope/ package should also be clearly marked with the same label.

Note: Important delivery / mailing instructions.

NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.

DELIVERY ADDRESS

Gail B. Roppo
Director of Purchasing
Bid # 0216-099: Roundshot Metrics Camera from {insert your company name here}
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

3. COMPLETION OF THE ATTACHED BID RESPONSE FORM

Submit your bid as specified on the attached "Detailed Bid Specifications and Bid Response Form". Any exceptions taken to the specifications for any unit should be clearly set forth in the bid response. Please provide your estimated delivery date after receipt of order in addition to your pricing information. **Note: No substitutions will be accepted.**

4. COMPLETION OF THE AUTHORIZATION TO BIND FORM

Please complete and sign the attached "Authorization to Bind" form.

5. CONTACTS

Questions concerning bid specifications should be directed to:

Lt. Chuck Gaston
Hamilton County Sheriff's Office
(423) 321-2008

Questions concerning bid procedures should be directed to:

Linda Chumbler
Hamilton County Purchasing Department
(423) 209-6350
lindac@hamiltontn.gov

6. ATTACHMENTS

- Detailed Bid Specifications & Bid Pricing Form
- Hamilton County General Terms & Conditions
- Authorization to Bind

7. SHIPPING AND HANDLING

Any and all shipping, handling, freight or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County for payment. No additional charges will be allowed.

8. Delivery Instructions

All products must be delivered to:

Hamilton County Sheriff's Office
Attn: Lt. Chuck Gaston
6233 Dayton Blvd.
Hixson, Tennessee 37343

SPECIFICATIONS FOR ROUNDSHOT SYSTEM:

Please indicate to what extent your proposed equipment meets each of the specifications listed below by placing an "X" in either the "MEETS OR EXCEEDS" or "DOES NOT MEET" column. If your equipment does not meet any specification, please explain using the comments column. The Authorization To Bind form must be returned with bid. No substitutions will be accepted on this bid.

| Specifications – Must Meet or Exceed | Units | Meets or Exceeds | Does Not Meet | Comments |
|--|-------|------------------|---------------|----------|
| Roundshot VR Drive Metric with touchscreen and integrated control software, Nikon D750 DSLR with 20mm Nikon lens, 2 Integrated 7.2V Lp-E6 batteries and charger, Wi-Fi capability, Waterproof case ,FOVEX panomaker software,1 year FOVEX software updates from date of registration | 1 | | | |
| Measurement Module for Metric | 1 | | | |
| 24/7 technical support by telephone or video conference for as long as Hamilton County owns the equipment. | 1 | | | |

Note: No substitutions will be accepted.

PRICING:

This bid is for one (1) Roundshot Metrics Camera and associated equipment.

Total Bid Price: _____

Company Name: _____

By: _____

Phone: _____

Email Address: _____

AUTHORIZATION TO BIND

By signing this bid document, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I also acknowledge that I understand and will comply with all of the specific requirements as outlined in these bid instructions, as well as the attached general terms and conditions document. I certify and acknowledge that I have reviewed and approved the release of this bid for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.



Hamilton County, Tennessee On-Line Bid Administration System

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Logged in as: lindac@mail.hamiltontn.gov
Role: Client

- Home
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 - Reports
- Setup
 - Events
 - Categories
 - Documents
 - Questions
 - Bidders
 - Bids
 - Log

Solicitation - Log

2/01/2016 8:35 AM Eastern

Solicitation Title: Roundshot Metrics Camera
 Number: 0216-099
 Bids Due: 2/11/2016 2:00:00 PM Eastern
 Status: Open

Visible to Vendors: Currently Hidden | [Show](#)

| Message Summary | | Message Detail | | Document Detail | | | |
|------------------------|------------------|----------------|---|--|--|---------------|-----------------|
| Message Summary | | export | print | Records Per Page <input type="text" value="10"/> | | | |
| <u>Send Date</u> | <u>Time Zone</u> | <u>Sent By</u> | <u>Message Subject</u> | <u>Template Name</u> | <u>Message Comment</u> | <u># Sent</u> | <u># Failed</u> |
| 2/01/2016 8:34:58AM | Eastern | Linda Chumbler | 0216-099 - Roundshot Metrics Camera | Invitation | Please click on the above solicitation number to access bid documents. | 89 | 1 |

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Please run the attached ad on February 1, 2016, in the legal notices.

LEGAL NOTICE

Bids for one (1) Roundshot Metrics Camera and associated equipment will be opened at 2:00 P.M. on February 11, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing



(1) Roundshot Metrics Camera & Equipment
February 11, 2016

Sheriff's Office
2:00 P.M.

| | |
|------------|---|
| Vendors: | American Group Photography dba Custom Photo Images |
| Total Bid: | \$17,995.00 |
| Delivery: | UPS |
| Terms: | Net 30 |

| | |
|----------------------|----------------------------|
| Request For Bids: | |
| Newspaper Ad: | 2/1/2016 |
| Vendor Notification: | 89 |
| Vendor Response: | 1 |
| Budgeted: | Homeland Security Grant |



Hamilton County Board of Commissioners RESOLUTION

No. 316-10

A RESOLUTION AUTHORIZING THE SHERIFF'S OFFICE TO PURCHASE, FROM THE TENNESSEE STATEWIDE CONTRACT, NEW AND UNUSED VEHICLES TO BE UTILIZED AS UNMARKED OR UNDERCOVER VEHICLES; THE NUMBER OF SUCH VEHICLES TO BE PURCHASED TO BE DETERMINED BY THE FUNDS APPROPRIATED ANNUALLY, NOT TO EXCEED \$120,000.00 FOR FY 2016 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, it is necessary in law enforcement operations to utilize undercover or unmarked vehicles, it is not practical to obtain said vehicles through the sealed bid process; and

WHEREAS, it is necessary to protect the safety and security of the officers who may drive said vehicles by protecting the identity of the vehicles; and

WHEREAS, there is a wide selection of makes and models of vehicles available on the Tennessee Statewide Contract; and

WHEREAS, the Tennessee Statewide Contract is open to Hamilton County in accordance with applicable provisions of the Hamilton County Purchasing Rules; and

WHEREAS, there are sufficient previously budgeted monies in the Narcotics Enforcement Fund that are available to the Sheriff's Office.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the Sheriff's Office is hereby authorized to purchase, from the Tennessee Statewide Contract and in compliance with applicable provision of Hamilton County's Purchasing Rules and State of Tennessee Law, new and used vehicles to be utilized as unmarked or in its undercover operations in an amount that is not to exceed \$120,000.00 of currently budgeted Narcotics Enforcement Fund monies for FY 2016, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

Approved:

Vetoed:

County Clerk

County Mayor

March 2, 2016

Date



Hamilton County Board of Commissioners RESOLUTION

No. 316-11

A RESOLUTION ACCEPTING THE BIDS OF ACME SUPPLY COMPANY, LTD, BOB BARKER COMPANY, INC., ICS JAIL SUPPLIES, INC., CAROLINA TEXTILES, CHARM-TEX, CORNERSTONE DETENTION PRODUCTS, INC, O.D. TARGIN & BROTHERS, LLC, AND VICTORY SUPPLY, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING MARCH 20, 2016, THROUGH MARCH 19, 2017, FOR CLOTHING AND MISCELLANEOUS ITEMS FOR THE SHERIFF’S OFFICE AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) year contract pricing for clothing and miscellaneous items for the jail; and,

WHEREAS, the bids from Acme Supply Company, LTD, Bob Barker Company, Inc., ICS Jail Supplies, Inc., Carolina Textiles, Charm-Tex, Cornerstone Detention Products, Inc., O.D. Targin & Brothers, LLC, and Victory Supply, Inc. were considered to be the lowest and best bids received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bids of Acme Supply Company, LTD, Bob Barker Company, Inc., ICS Jail Supplies, Inc., Carolina Textiles, Charm-Tex, Cornerstone Detention Products, O.D. Targin & Brothers, LLC and Victory Supply, Inc. for one (1) year contract pricing, beginning March 20, 2016, through March 19, 2017, for clothing and miscellaneous items for the Sheriff’s Office are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date

Bid: 0116-098 Clothing & Miscellaneous Items
Hamilton County, Tennessee

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) year contract pricing for Clothing and Miscellaneous Items for the Hamilton County Jail. This contract pricing will start on March 20, 2016 through March 19, 2017.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on February 9, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0116-098: Clothing & Miscellaneous Items". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

Note: Mailing Instructions

NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.

| <u>DELIVERY ADDRESS</u> |
|---|
| Gail B. Roppo |
| Director of Purchasing |
| Bid # 0116-098: Clothing & Miscellaneous Items from <i>{insert your company name here}</i> |
| Hamilton County Purchasing Department |
| 455 N. Highland Park Avenue |
| Chattanooga, TN 37404 |

All goods to be delivered F.O.B

Bid prices to include shipping and delivery to:

Hamilton County Jail
601 Walnut Street
Chattanooga, TN 37402

ANY FUEL CHARGES MUST BE NOTED IN BID RESPONSE OR WILL NOT BE PAID. THIS BID IS F.O.B. CHATTANOOGA, TENNESSEE.

Contacts

Questions concerning product specifications should be directed to Sgt. Slaughter at 423-209-7131 or Lt. Wildes at 423-209-7698.

Questions concerning bid procedures should be directed to the Purchasing Department, Linda Chumbler at 423-209-635.

**SPECIFICATIONS/PRICING
CLOTHING & MISCELLANEOUS ITEMS
HAMILTON COUNTY JAIL**

| DESCRIPTION | SIZE | UNIT PRICE | MEASURED |
|---|----------------|-------------------|-----------------|
| <u>1. V-STRAP THONG - FLIP FLOP (SANDAL)</u> | | | |
| Est. usage: 10 Dozen | *Small 6-7 | _____ | _____ DZ |
| Slip-On Sandals | Med 8-9 | _____ | _____ DZ |
| Color: Black | Large 10-11 | _____ | _____ DZ |
| | X-Large 12-13 | _____ | _____ DZ |
| | 2X-Large 13-15 | _____ | _____ DZ |

*Estimated Usage is a mix of size 6-15 - 120 Pair or TOTAL 10 DOZEN

| | | | |
|--|----------|-------|--------------|
| <u>2. SANDALS EVA (Ethyl Vinyl Acetate)</u> | | | |
| Est. usage: 3,500 pr/yr* | Small | _____ | _____ PAIR |
| Slip-on Sandals | Medium | _____ | _____ PAIR |
| Ethyl Vinyl Acetate(EVA) | Large | _____ | _____ PAIR |
| Soles must be solid | X-Large | _____ | _____ PAIR |
| Color: Orange | 2X-Large | _____ | _____ PAIR |
| | 3X-Large | _____ | _____ PAIR * |

*Estimated Usage is a mix of size SM-3XL- TOTAL 3,500 PAIR

| | | | |
|--------------------------------|--|-------|----------|
| <u>3. SOCKS TUBE</u> | | | |
| Est. Usage: 500 Dozen | | _____ | _____ DZ |
| Color: Orange | | | |
| Size: One Size Fits All | | | |
| 77% Cotton/23% Polyester Blend | | | |

| <u>DESCRIPTION</u> | <u>SIZE</u> | <u>UNIT PRICE</u> | <u>UNIT MEASURED</u> |
|----------------------|-------------|-------------------|----------------------|
| 4. BOOTS | | | |
| Est. Usage: 25 Pair* | 4 | _____ | PAIR |
| Color: Black Only | 5 | _____ | PAIR |
| Size: Mixed 4-15 | 6 | _____ | PAIR |
| PVC – Anti Skid | 7 | _____ | PAIR |
| Plain Toe | 8 | _____ | PAIR |
| | 9 | _____ | PAIR |
| | 10 | _____ | PAIR |
| | 11 | _____ | PAIR |
| | 12 | _____ | PAIR |
| | 13 | _____ | PAIR |
| | 14 | _____ | PAIR |
| | 15 | _____ | PAIR |

*Estimated Usage is a mix of size 4-15

| | | | |
|------------------------|------|-------|-----|
| 5. BOXER SHORTS | | | |
| Est. Usage: 100 Dozen | S-XL | _____ | DOZ |
| Color: Brown | 2XL | _____ | DOZ |
| Size: Mixed | 3XL | _____ | DOZ |
| Elastic Waistband | 4XL | _____ | DOZ |
| With Fly Front | 5XL | _____ | DOZ |
| Poly/Cotton Blend | 6XL | _____ | DOZ |
| | 7XL | _____ | DOZ |

| | | | |
|-----------------------|------|-------|-----|
| 6. T-SHIRTS | | | |
| Est. Usage: 100 Dozen | S-XL | _____ | DOZ |
| Color: Brown | 2XL | _____ | DOZ |
| Size: Mixed | 3XL | _____ | DOZ |
| Crew Neck | 4XL | _____ | DOZ |
| Poly/Cotton Blend | 5XL | _____ | DOZ |
| | 6XL | _____ | DOZ |
| | 7XL | _____ | DOZ |

| | | | |
|-------------------------------|------|-------|-----|
| 7. SLEEVELESS T-SHIRTS | | | |
| Est. Usage: 50 Dozen | S-XL | _____ | DOZ |
| Color: Brown | 2XL | _____ | DOZ |
| Size: Mixed | 3XL | _____ | DOZ |
| Poly/Cotton Blend | 4XL | _____ | DOZ |
| | 5XL | _____ | DOZ |
| | 6XL | _____ | DOZ |
| | 7XL | _____ | DOZ |

| DESCRIPTION | SIZE | UNIT PRICE | UNIT MEASURED |
|-------------|------|------------|---------------|
|-------------|------|------------|---------------|

SPECIFICATION FOR ALL UNIFORMS:

One Piece Jumpsuit
 Elasticized waistband
 One (1) breast pocket
 Consistent fabric weight: Iron clad industrial fabric finish
 Heavy duty thread: 3-needle stitched on all seams, Hemmed sleeves and bottoms
 Reinforcing Bar Tacks, Color-coded size labels
 Solid brass nickel plated snaps; Raglan sleeves;
 Machine Washable - Bleach resistant dye.
 Stenciling is to be included and should read "HAMILTON COUNTY JAIL" in 3" block lettering.
 Stenciling will be in black ink and located on back of uniform
 (see exception: Grey and Dark Green- White lettering)
 Stenciling for Item #13 – Grey Uniforms will read "JAIL KITCHEN" with White lettering on back of uniform.

Must delivered uniforms no more than forty-five (45) days of order.

8. UNIFORMS WITH BLACK STENCILING

| | | | | |
|-----------------|------|-------|-------|----|
| Yellow Uniforms | S-XL | _____ | _____ | EA |
| Est. Usage: 50* | 2XL | _____ | _____ | EA |
| | 3XL | _____ | _____ | EA |
| | 4XL | _____ | _____ | EA |
| | 5XL | _____ | _____ | EA |
| | 6XL | _____ | _____ | EA |
| | 7XL | _____ | _____ | EA |
| | 8XL | _____ | _____ | EA |
| | 9XL | _____ | _____ | EA |
| | 10XL | _____ | _____ | EA |

*Estimated Usage is a mix of size

9. UNIFORMS WITH BLACK STENCILING

| | | | | |
|------------------|------|-------|-------|----|
| Red Uniforms | S-XL | _____ | _____ | EA |
| Est. Usage: 100* | 2XL | _____ | _____ | EA |
| | 3XL | _____ | _____ | EA |
| | 4XL | _____ | _____ | EA |
| | 5XL | _____ | _____ | EA |
| | 6XL | _____ | _____ | EA |
| | 7XL | _____ | _____ | EA |
| | 8XL | _____ | _____ | EA |
| | 9XL | _____ | _____ | EA |
| | 10XL | _____ | _____ | EA |

*Estimated Usage is a mix of size

| <u>DESCRIPTION</u> | <u>SIZE</u> | <u>UNIT PRICE</u> | <u>UNIT MEASURED</u> |
|--|-------------|-------------------|----------------------|
| <u>10. UNIFORMS WITH BLACK STENCILING</u> | | | |
| Orange Uniforms | S-XL | _____ | EA |
| Est. Usage: 150 | 2XL | _____ | EA |
| | 3XL | _____ | EA |
| | 4XL | _____ | EA |
| | 5XL | _____ | EA |
| | 6XL | _____ | EA |
| | 7XL | _____ | EA |
| | 8XL | _____ | EA |
| | 9XL | _____ | EA |
| | 10XL | _____ | EA |

*Estimated Usage is a mix of size

| | | | |
|--|------|-------|----|
| <u>11. UNIFORMS WITH WHITE STENCILING</u> | | | |
| Dark Green Uniform | S-XL | _____ | EA |
| Est. Usage: 50 | 2XL | _____ | EA |
| | 3XL | _____ | EA |
| | 4XL | _____ | EA |
| | 5XL | _____ | EA |
| | 6XL | _____ | EA |
| | 7XL | _____ | EA |
| | 8XL | _____ | EA |
| | 9XL | _____ | EA |
| | 10XL | _____ | EA |

*Estimated Usage is a mix of size - White Stenciling Only

| | | | |
|--|-------|-------|----|
| <u>12. UNIFORMS WITH BLACK STENCILING</u> | | | |
| Hot Pink Uniform | Med | _____ | EA |
| Est. Usage: 24 | Large | _____ | EA |
| | XL | _____ | EA |
| | 2XL | _____ | EA |
| | 3XL | _____ | EA |
| | 4XL | _____ | EA |
| | 5XL | _____ | EA |
| | 6XL | _____ | EA |

*Estimated Usage is a mix of size

| <u>DESCRIPTION</u> | <u>SIZE</u> | <u>UNIT PRICE</u> | <u>UNIT MEASURED</u> |
|---|-------------|-------------------|----------------------|
| <u>13. UNIFORMS WITH WHITE STENCILING - 'JAIL KITCHEN'</u> | | | |
| Grey Uniform | LG-XL | _____ | EA |
| Est. Usage: 20 | 2XL | _____ | EA |
| | 3XL | _____ | EA |
| | 4XL | _____ | EA |
| | 5XL | _____ | EA |
| | 6XL | _____ | EA |
| | 7XL | _____ | EA |
| | 8XL | _____ | EA |
| | 9XL | _____ | EA |
| | 10XL | _____ | EA |

*Estimated Usage is a mix of size

Grey Uniforms – White stenciling will be 3” blocked lettering which states:
 “JAIL KITCHEN” White Stenciling Only

| | | | |
|---|-------|-------|----|
| <u>14. SAFETY SMOCK</u> | _____ | _____ | EA |
| Est. Usage: 20 | | | |
| Size: Adjustable Smock to fit chest 44” to 56” | | | |
| Color: Sherwood Green | | | |
| Adjustable Velcro fasteners; | | | |
| Minimum: Two heavy-duty 650-denier polyester outside layers | | | |
| Lockstitch quilted to polyester inner batting with bonded heavy nylon stitching | | | |
| Flame Resistant; Tearing Resistant; Machine Washable; | | | |
| High Quality and Heavy Duty Construction | | | |
| Provide sample upon request for safety inspection | | | |

| | | | |
|---|-------|-------|----|
| <u>15. SUICIDE BLANKETS</u> | _____ | _____ | EA |
| Est. Usage: 24 | | | |
| Size: 54” x 80” | | | |
| Color: Sherwood Green | | | |
| High Quality Construction; Heavy Duty Construction | | | |
| Minimum: Two heavy-duty 650-denier polyester outside layers | | | |
| Lockstitch quilted to polyester inner batting with bonded heavy nylon stitching | | | |
| Flame Resistant; Tearing Resistant; Machine Washable | | | |
| Provide sample upon request for safety inspection | | | |

| | | | |
|--|-------|-------|----|
| <u>16. COZY BLANKET</u> | _____ | _____ | EA |
| Est. Usage: 250 each | | | |
| Size: 66”x90” | | | |
| Color: Grey or Grey with striping | | | |
| Synthetic blends with cotton with over edge stitching | | | |
| Machine washable (must wash easily) and Tumble Dry (quickly) | | | |

| <u>DESCRIPTION</u> | <u>SIZE</u> | <u>UNIT PRICE</u> | <u>UNIT MEASURED</u> |
|--|-------------|-------------------|----------------------|
| <u>17. SHEETS</u> | | _____ | _____ EA |
| Est. Usage: 480 Each - 40 Dozen Size: 58" x 90" Flat Only Color: Brown Poly/cotton Blend Packaged: Dozen | | | |
| <u>18. WASH CLOTHS</u> | | _____ | _____ EA |
| Est. Usage: 504 Each – 42 Dozen Size: 12" x 12" Color: Brown Budget Grade 100% Cotton Terry Packaged: By Dozen | | | |
| <u>19. TOWELS</u> | | _____ | _____ EA |
| Est. Usage: 300 Each - 25 Dozen Size: 20" x 40" Color: Brown Budget Grade 100% Cotton Terry Packaged: By Dozen | | | |
| <u>20. MATTERESSES</u> | | _____ | _____ EA |
| Est. Usage: 150 Each Size: 4" X 25" X 75" With Built-in Pillow Color: Green or light blue High Density Foam Core, Flame Resistant Must be able to wipe clean with soap and water or a diluted disinfectant, Non Allergenic Packaged: Each | | | |
| <u>21. LAUNDRY BAGS</u> | | _____ | _____ DZ |
| Est. Usage: 1,008 or 84 Dozen Size: 24" x 36" Color: White and Assorted Colors At least 50% Cotton White Mesh No Draw String Closures Sewn-on Cloth ID Tag – Located on bottom corner Must withstand 190 Degree Heat Washing/Drying Packaged: By Dozen | | | |

| <u>DESCRIPTION</u> | <u>SIZE</u> | <u>UNIT PRICE</u> | <u>UNIT MEASURED</u> |
|--|-------------|-------------------|----------------------|
| <p><u>22. HALF GARMENT BAGS WITH HANGER</u></p> <p>Est. Usage: 80 Each Size: 20" x 24" Color: Black - Property Bags with Hanger and Zipper across top of bag – lockable Include 6" w x 4" h Clear ID Pocket Packaged: Each</p> | | _____ | _____ EA |
| <p><u>23. GARMENT BAGS WITH HANGER</u></p> <p>Est. Usage: 80 Each Size: Main Compartment Opening – 26" L Front Outside Clear Pocket – 14" x 22" NO SHOE POCKET NEEDED Color: N/A Non-Lockable with open top and hanger Reinforced with double needle sewn twill tape All major seams reinforces bias for a clean finish and extra durability Wide gusset and a 6" w x 4" h non-removable clear vinyl document pocket outside front Mildew and rot-resistant polyester mesh Packaged: Each</p> | | _____ | _____ EA |
| <p><u>24. SHOWER CURTAINS</u></p> <p>Est. Usage: 600 Each Size: 36" x 82" with Velcro Closure Color: Clear Top Light Green mid-section Clear bottom Hook Less heavy duty with minimum 12 oz. weight Velcro strips to hold curtain with 4" overlap at top 2 ply vinyl, tear resistant, flame-retardant, Resists mildew, fungi and bacteria Must be PREA Compliant</p> | | _____ | _____ EA |
| <p><u>25. ORANGE PULL TITE SEALS</u></p> <p>Est. Usage: 40,000 Seals Color: Orange - Hot Stamped Numbering: Randomly numbered for tampered security One-way seals must be cut for removal Polypropylene Plastic Packaged: Case Quantity Per Case: <u>1,000</u></p> | | _____ | _____ CASE |

| <u>DESCRIPTION</u> | <u>SIZE</u> | <u>UNIT PRICE</u> | <u>UNIT MEASURED</u> |
|--------------------|-------------|-------------------|----------------------|
|--------------------|-------------|-------------------|----------------------|

| | | | |
|--|--|-------|----------|
| <u>26. COFFEE CUP</u> Issued to Inmate Est. Usage: 800 cups – or 11 cases Size: 7.5 oz Capacity 3 ½” High Color: Buff Polypropylene Cup-Reusable Packaged: Case – 72 cups per case | | _____ | _____ EA |
|--|--|-------|----------|

| | | | |
|---|--|-------|----------|
| <u>27. SWEAT PANTS</u> Est. Usage: 100 Each Size: Assorted SM, Med, LG, XLG, 2XLG, 3XLG Color: Grey 7.5oz - 50% Cotton 50% Poly Elastic Waistband Packaged: Each | | _____ | _____ EA |
|---|--|-------|----------|

| | | | |
|---|--|-------|----------|
| <u>28. SWEAT SHIRTS</u> Est. Usage: 100 Each Size: Assorted SM, Med, LG, XLG, 2XLG, 3XLG Color: Grey – Crewneck Pullover 7.5oz - 50% Cotton 50% Poly Packaged: Each | | _____ | _____ EA |
|---|--|-------|----------|

| | | | |
|---|--|-------|----------|
| <u>29. BLANKET WOOL FREE 100% FIBER WOVEN POLYESTER</u> Est. Usage: 150 per year Size: 62” x 80” hemmed on all sides Color: Tan or Brown 100% Fiber Woven Polyester/Wool Free Fire Resistant / ASTM-D 4151 Machine Wash and Dry Model: BL/Ryder BLANKET OR EQUIVALENT Packaged: Each | | _____ | _____ EA |
|---|--|-------|----------|

Bid Submitted By: _____

Company Name: _____

Email Address: _____ **Phone:** _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.



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Solicitation - Log

1/29/2016 8:29 AM Eastern

Solicitation Title: Clothing & Miscellaneous Items
 Number: 0116-098
 Bids Due: 2/09/2016 11:00:00 AM Eastern
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

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| <u>Send Date</u> | <u>Time Zone</u> | <u>Sent By</u> | <u>Message Subject</u> | <u>Template Name</u> | <u>Message Comment</u> | <u># Sent</u> | <u># Failed</u> |
| 1/29/2016 8:28:54AM | Eastern | Linda Chumbler | 0116-098 - Clothing & Miscellaneous Items | Invitation | Please click on the above solicitation number to access bid documents. | 278 | 8 |

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Please run the attached ad on January 29, 2016, in the legal notices.

LEGAL NOTICE

Bids for one (1) year contract unit pricing for clothing and miscellaneous items for the jail will be opened at 11:00 A.M. on February 9, 2016, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications are available by contacting the Purchasing Department at (423) 209-6350 or at www.hamiltontn.gov/purchasing.

Gail B. Roppo
Director of Purchasing

LEGAL NOTICE

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Gail B. Roppo
Director of Purchasing

CLOTHING BID

Clothing & Miscellaneous Items
Hamilton County Sheriff's Department
Clothing & Miscellaneous - 2016

| ITEM # | DESCRIPTION | SPECIFICATION | COLOR | SIZE | UNIT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------|-----------------------------------|-----------------------------|---------|------------|------|----------------|----------------|-------------------|----------------|---------------------|---------------------|-------------------------|--------------------------------------|--------------------|---------------------|
| | | | | | | CHARM-TEX | BOB BARKER CO | CAROLINA TEXTILES | TRICOR | ACME SUPPLY CO, LTD | HOMDEL FOOTWEAR LLC | ICS JAIL SUPPLIES, INC. | CORNERSTONE DETENTION PRODUCTS, INC. | O.D. TARGIN & BROS | VICTORY SUPPLY INC. |
| | CONTACT NAME | | | | | STAN | TALIA ROSARIO | BOB JONES | TROY SHANKS | ZAHEER SHEIK | WENDY ZAMKOFF | JIM BOGIN III | HEATHER LANG | JANET BROWN | DEANN ANDERSON |
| | PHONE | | | | | (718) 252-8100 | (919) 346-2137 | (704) 525-1272 | (615) 741-5705 | (800) 567-8025 | (877) 901-3668 | (800) 524-5427 | (256) 560-4245 | (410) 276-7570 | (801) 732-1552 |
| | FAX | | | | | (718) 258-8303 | (800) 322-7537 | (704) 525-0607 | (615) 741-2747 | (800) 567-8026 | (732) 810-0416 | (254) 751-0299 | (256) 560-4284 | (410) 276-1414 | (801) 732-1553 |
| 1 | THONG, V STRAP SANDAL | FLIP FLOP V STRAP SANDAL | BLACK | SM | DZ | 7.90 | 6.82 | NB | NB | NB | 15.00 | 10.08 | NB | 19.79 | 11.99 |
| | EST USAGE: 120 PAIR VARIOUS SIZE | | | MED | DZ | 7.90 | 6.82 | NB | NB | NB | 15.00 | 10.08 | NB | 19.79 | 11.99 |
| | 1NB DOZEN | | | LG | DZ | 7.90 | 6.82 | NB | NB | NB | 15.00 | 10.08 | NB | 19.79 | 11.99 |
| | | | | XL | DZ | 7.90 | 6.82 | NB | NB | NB | 15.00 | 10.08 | NB | 19.79 | 11.99 |
| | | | | 2XL | DZ | 7.90 | 6.82 | NB | NB | NB | 15.00 | 10.08 | NB | 19.79 | 11.99 |
| | | | AVERAGE | | | 7.90 | 6.82 | NB | NB | NB | 15.00 | 10.08 | NB | 19.79 | 11.99 |
| 2 | SANDALS EVA (ETHYL VINYL ACETATE) | SLIP-ON EVA SANDALS | ORANGE | SM | PR | 2.54 | 2.00 | NB | NB | NB | 2.50 | 1.82 | NB | 5.72 | 1.94 |
| | EST USAGE: 3,500 PAIR | *Solid Soles | | MED | PR | 2.54 | 2.00 | NB | NB | NB | 2.50 | 1.82 | NB | 5.72 | 1.94 |
| | | | | LG | PR | 2.54 | 2.00 | NB | NB | NB | 2.50 | 1.82 | NB | 5.72 | 1.94 |
| | | | | XL | PR | 2.54 | 2.00 | NB | NB | NB | 2.50 | 1.82 | NB | 5.72 | 1.94 |
| | | | | 2XL | PR | 2.54 | 2.00 | NB | NB | NB | 2.50 | 1.82 | NB | 5.72 | 1.94 |
| | | | | 3XL | PR | 2.54 | 2.00 | NB | NB | NB | 2.50 | 1.82 | NB | 5.72 | 1.94 |
| | | | AVERAGE | | | 2.54 | 2.00 | NB | NB | NB | 2.50 | 1.82 | NB | 5.72 | 1.94 |
| 3 | SOCKS - TUBE | TUBE TYPE | ORANGE | ONE SZ ALL | DZ | 5.08 | 5.49 | 7.22 | NB | 5.25 | 10.00 | 6.26 | 8.52 | 11.06 | 6.94 |
| | EST USAGE: 500 DOZEN | ONE SIZE FITS ALL | | | | | | | | | | | | | |
| | | 77% COTTON / 23% POLY BLEND | | | | | | | | | | | | | |
| 4 | BOOTS | PVC-ANTI SKID | BLACK | 4 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | EST USAGE: 25 PAIR | PLAIN TOE | | 5 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | | | | 6 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | | | | 7 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | | | | 8 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | | | | 9 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | | | | 10 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | | | | 11 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | | | | 12 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | | | | 13 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | | | | 14 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | | | | 15 | PR | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| | | | AVERAGE | | | 13.90 | 12.15 | NB | NB | NB | 19.50 | 20.79 | NB | 23.87 | 11.64 |
| 5 | BOXER SHORTS | ELASTIC WAISTBAND/FLY FRONT | BROWN | 5-XL | DZ | 14.18 | 13.20 | 14.58 | NB | 14.00 | 20.00 | 14.91 | 17.64 | 16.32 | 13.88 |
| | EST USAGE: 100 DOZEN | POLY/COTTON BLEND | | 2XL | DZ | 14.18 | 14.20 | 15.13 | NB | 14.00 | 20.00 | 16.11 | 18.96 | 17.42 | 13.88 |
| | | | | 3XL | DZ | 14.18 | 14.20 | 15.68 | NB | 14.00 | 22.00 | 17.29 | 20.28 | 18.52 | 13.88 |
| | | | | 4XL | DZ | 14.90 | 16.20 | 16.24 | NB | 14.00 | 24.00 | 18.59 | 21.60 | 19.62 | 15.38 |
| | | | | 5XL | DZ | 15.90 | 24.10 | 16.79 | NB | 14.00 | 26.00 | 19.70 | 23.04 | 20.72 | 15.38 |
| | | | | 6XL | DZ | 16.90 | 27.00 | 17.34 | NB | 14.00 | 28.00 | 21.03 | 24.38 | 21.82 | 19.95 |
| | | | | 7XL | DZ | 16.90 | NB | 18.34 | NB | 14.00 | 28.00 | 22.54 | 27.00 | 24.82 | 20.95 |
| | | | AVERAGE | | | 15.31 | 18.15 | 16.30 | NB | 14.00 | 24.00 | 18.60 | 21.84 | 19.89 | 16.19 |

CLOTHING BID

| ITEM # | DESCRIPTION | SPECIFICATION | COLOR | SIZE | UNIT | CHARM-TEX | BOB BARKER CO | CAROLINA TEXTILES | TRICOR | ACME SUPPLY CO. LTD | IJOMDEL FOOTWEAR LLC | ICS JAIL SUPPLIES, INC. | CORNERSTONE DETENTION PRODUCTS, INC. | O.D. TARGIN & BROS | VICTORY SUPPLY INC. |
|--------|-------------------------------|---|--------|---------|------|----------------|----------------|-------------------|----------------|---------------------|----------------------|-------------------------|--------------------------------------|--------------------|---------------------|
| | CONTACT NAME | | | | | STAN | TALIA ROSARIO | BOB JONES | TROY SHANKS | ZAHEER SHEIK | WENDY ZAMKOFF | JIM BOGIN III | HEATHER LANG | JANET BROWN | DEANN ANDERSON |
| | PHONE | | | | | (718) 252-8100 | (919) 346-2137 | (704) 525-1272 | (615) 741-5705 | (800) 567-8025 | (877) 901-3668 | (800) 524-5427 | (256) 560-4245 | (410) 276-7570 | (801) 732-1552 |
| | FAX | | | | | (718) 258-8903 | (800) 322-7537 | (704) 525-0607 | (615) 741-2747 | (800) 567-8026 | (732) 810-0416 | (254) 751-0299 | (256) 560-4284 | (410) 276-1414 | (801) 732-1553 |
| 6 | T-SHIRTS | CREW NECK | BROWN | S-XL | DZ | 30.90 | 25.56 | 21.36 | NB | 35.49 | 24.00 | 39.11 | 33.84 | 45.79 | 22.44 |
| | EST USAGE: 100 DOZEN | POLY/COTTON BLEND | | 2XL | DZ | 36.90 | 45.60 | 44.82 | NB | 35.49 | 28.00 | 41.93 | 37.80 | 49.29 | 35.24 |
| | | | | 3XL | DZ | 40.90 | 53.40 | 44.82 | NB | 35.49 | 32.00 | 44.46 | 43.20 | 51.54 | 38.99 |
| | | | | 4XL | DZ | 40.90 | 53.40 | 44.82 | NB | 35.49 | 36.00 | 49.34 | 45.96 | 52.97 | 38.99 |
| | | | | 5XL | DZ | 44.90 | 53.40 | 44.82 | NB | 35.49 | 40.00 | 51.75 | 51.36 | 55.29 | 38.99 |
| | | | | 6XL | DZ | 48.90 | NB | 44.82 | NB | 35.49 | 44.00 | 54.17 | 56.76 | 57.54 | 107.40 |
| | | | | 7XL | DZ | 52.90 | NB | 67.87 | NB | 35.49 | 48.00 | 58.92 | 78.36 | 99.90 | 107.40 |
| | | | | AVERAGE | | 42.33 | 46.27 | 44.76 | NB | 35.49 | 36.00 | 48.53 | 49.61 | 58.90 | 55.64 |
| 7 | SLEEVELESS T-SHIRTS | POLY/COTTON BLEND | BROWN | S-XL | DZ | NB | NB | NB | NB | NB | NB | NB | NB | 58.80 | NB |
| | EST USAGE: 50 DOZEN | | | 2XL | DZ | NB | NB | NB | NB | NB | NB | NB | NB | 63.30 | NB |
| | | | | 3XL | DZ | NB | NB | NB | NB | NB | NB | NB | NB | 63.30 | NB |
| | | | | 4XL | DZ | NB | NB | NB | NB | NB | NB | NB | NB | 72.80 | NB |
| | | | | 5XL | DZ | NB | NB | NB | NB | NB | NB | NB | NB | 72.80 | NB |
| | | | | 6XL | DZ | NB | NB | NB | NB | NB | NB | NB | NB | 80.30 | NB |
| | | | | 7XL | DZ | NB | NB | NB | NB | NB | NB | NB | NB | 84.80 | NB |
| | | | | AVERAGE | | NB | NB | NB | NB | NB | NB | NB | NB | 70.87 | NB |
| 8 | UNIFORMS * WITH BLACK STENCIL | SEE SPECIFICATION LINE 8-13 ABOVE | YELLOW | S-XL | EA | 12.90 | NB | NB | 38.56 | 11.75 | NB | 12.50 | NB | 17.82 | 11.91 |
| | EST USAGE: 50 | STENCILING - 3" BLOCK LETTERING ON BACK TO READ | | 2XL | EA | 12.90 | NB | NB | 38.56 | 11.75 | NB | 12.50 | NB | 17.82 | 11.91 |
| | | 'HAMILTON COUNTY JAIL' | | 3XL | EA | 12.90 | NB | NB | 40.73 | 11.75 | NB | 12.50 | NB | 19.00 | 11.91 |
| | | BLACK LETTERING | | 4XL | EA | 13.90 | NB | NB | 41.82 | 11.75 | NB | 14.18 | NB | 19.00 | 11.91 |
| | | | | 5XL | EA | 14.90 | NB | NB | 42.90 | 11.75 | NB | 15.09 | NB | 20.15 | 11.91 |
| | | | | 6XL | EA | 15.90 | NB | NB | 43.99 | 11.75 | NB | 16.03 | NB | 20.15 | 11.97 |
| | | | | 7XL | EA | 15.90 | NB | NB | 45.07 | 11.75 | NB | 18.42 | NB | 21.25 | 11.97 |
| | | | | 8XL | EA | 16.90 | NB | NB | 46.16 | 11.75 | NB | 19.31 | NB | 22.45 | 11.97 |
| | | | | 9XL | EA | 16.90 | NB | NB | 47.24 | 11.75 | NB | 20.27 | NB | 23.60 | 11.97 |
| | | | | 10XL | EA | 16.90 | NB | NB | 48.33 | 11.75 | NB | 21.30 | NB | 23.60 | 11.97 |
| | | | | AVERAGE | | 15.00 | NB | NB | 43.34 | 11.75 | NB | 16.21 | NB | 20.48 | 11.94 |
| 9 | UNIFORMS * WITH BLACK STENCIL | SEE SPECIFICATION LINE 8-13 ABOVE | RED | S-XL | EA | 12.90 | NB | NB | NB | 11.75 | NB | 12.50 | NB | 17.82 | 11.91 |
| | EST USAGE: 50 | STENCILING - 3" BLOCK LETTERING ON BACK TO READ | | 2XL | EA | 12.90 | NB | NB | NB | 11.75 | NB | 12.50 | NB | 17.82 | 11.91 |
| | | 'HAMILTON COUNTY JAIL' | | 3XL | EA | 12.90 | NB | NB | NB | 11.75 | NB | 12.50 | NB | 19.00 | 11.91 |
| | | BLACK LETTERING | | 4XL | EA | 13.90 | NB | NB | NB | 11.75 | NB | 14.18 | NB | 19.00 | 11.91 |
| | | | | 5XL | EA | 14.90 | NB | NB | NB | 11.75 | NB | 15.09 | NB | 20.15 | 11.91 |
| | | | | 6XL | EA | 15.90 | NB | NB | NB | 11.75 | NB | 16.03 | NB | 20.15 | 11.97 |
| | | | | 7XL | EA | 15.90 | NB | NB | NB | 11.75 | NB | 18.42 | NB | 21.25 | 11.97 |
| | | | | 8XL | EA | 16.90 | NB | NB | NB | 11.75 | NB | 19.31 | NB | 22.45 | 11.97 |
| | | | | 9XL | EA | 16.90 | NB | NB | NB | 11.75 | NB | 20.27 | NB | 23.60 | 11.97 |
| | | | | 10XL | EA | 16.90 | NB | NB | NB | 11.75 | NB | 21.30 | NB | 23.60 | 11.97 |
| | | | | AVERAGE | | 15.00 | NB | NB | NB | 11.75 | NB | 16.21 | NB | 20.48 | 11.94 |

CLOTHING BID

| ITEM # | DESCRIPTION | SPECIFICATION | COLOR | SIZE | UNIT | CHARM-TEX | BOB BARKER CO | CAROLINA TEXTILES | TRICOR | ACME SUPPLY CO. LTD | HOMDEL FOOTWEAR LLC | ICS JAIL SUPPLIES, INC. | CORNERSTONE DETENTION PRODUCTS, INC. | O.D. TARGIN & BROS | VICTORY SUPPLY INC. |
|--------|--------------------------------|---|------------|----------------|------|----------------|----------------|-------------------|-------------------------------|---------------------|---------------------|-------------------------|--------------------------------------|--------------------|---------------------|
| | CONTACT NAME | | | | | STAM | TALIA ROSARIO | BOB JONES | TROY SHANKS (615) 741-5705 | ZAHEER SHEIK | WENDY ZAMKOFF | JIM BOGIN III | HEATHER LANG | JANET BROWN | DEANN ANDERSON |
| | PHONE | | | | | (718) 252-8100 | (919) 346-2137 | (704) 525-1272 | (615) 741-5705 | (800) 567-8025 | (877) 901-3668 | (800) 524-5427 | (256) 560-4245 | (410) 276-7570 | (801) 732-1552 |
| | FAX | | | | | (718) 258-8303 | (800) 322-7537 | (704) 525-0607 | (615) 741-2747 | (800) 567-8026 | (732) 810-0416 | (254) 751-0299 | (256) 560-4284 | (410) 276-1414 | (801) 732-1553 |
| 10 | UNIFORMS * WITH BLACK STENCIL | SEE SPECIFICATION LINE 8-13 ABOVE | ORANGE | S-XL | EA | 12.90 | 10.89 | NB | 38.56 | 11.75 | NB | 12.50 | NB | 17.82 | 11.91 |
| | EST USAGE: 100 | STENCILING - 3" BLOCK LETTERING ON BACK TO READ | | 2XL | EA | 12.90 | 10.89 | NB | 38.56 | 11.75 | NB | 12.50 | NB | 17.82 | 11.91 |
| | | 'HAMILTON COUNTY JAIL' | | 3XL | EA | 12.90 | 10.89 | NB | 40.73 | 11.75 | NB | 12.50 | NB | 19.00 | 11.91 |
| | | BLACK LETTERING | | 4XL | EA | 13.90 | 11.25 | NB | 41.82 | 11.75 | NB | 14.18 | NB | 19.00 | 11.91 |
| | | | | 5XL | EA | 14.90 | 11.25 | NB | 42.90 | 11.75 | NB | 15.09 | NB | 20.15 | 11.91 |
| | | | | 6XL | EA | 15.90 | 11.25 | NB | 43.99 | 11.75 | NB | 16.03 | NB | 20.15 | 11.97 |
| | | | | 7XL | EA | 15.90 | 14.25 | NB | 45.07 | 11.75 | NB | 18.42 | NB | 21.25 | 11.97 |
| | | | | 8XL | EA | 16.90 | 14.25 | NB | 46.16 | 11.75 | NB | 19.31 | NB | 22.45 | 11.97 |
| | | | | 9XL | EA | 16.90 | 14.25 | NB | 47.34 | 11.75 | NB | 20.27 | NB | 23.60 | 11.97 |
| | | | | 10XL | EA | 16.90 | 14.25 | NB | 48.33 | 11.75 | NB | 21.30 | NB | 23.60 | 11.97 |
| | | | | AVERAGE | | 15.00 | 12.34 | NB | 43.35 | 11.75 | NB | 15.97 | NB | 20.34 | 11.94 |
| 11 | UNIFORMS ** WITH WHITE STENCIL | SEE SPECIFICATION LINE 8-13 ABOVE | DARK GREEN | S-XL | EA | 12.90 | 10.89 | NB | NB | 11.75 | NB | 12.50 | NB | 17.82 | 11.91 |
| | EST USAGE: 50 | STENCILING - 3" BLOCK LETTERING ON BACK TO READ | | 2XL | EA | 12.90 | 10.89 | NB | NB | 11.75 | NB | 12.50 | NB | 17.82 | 11.91 |
| | | 'HAMILTON COUNTY JAIL' | | 3XL | EA | 12.90 | 10.89 | NB | NB | 11.75 | NB | 12.50 | NB | 19.00 | 11.91 |
| | | WHITE STENCILING ONLY | | 4XL | EA | 13.90 | 11.25 | NB | NB | 11.75 | NB | 14.18 | NB | 19.00 | 11.91 |
| | | | | 5XL | EA | 14.90 | 11.25 | NB | NB | 11.75 | NB | 15.09 | NB | 20.15 | 11.91 |
| | | | | 6XL | EA | 15.90 | 11.25 | NB | NB | 11.75 | NB | 16.03 | NB | 20.15 | 11.97 |
| | | | | 7XL | EA | 15.90 | 14.25 | NB | NB | 11.75 | NB | 18.42 | NB | 21.25 | 11.97 |
| | | | | 8XL | EA | 16.90 | 14.25 | NB | NB | 11.75 | NB | 19.31 | NB | 22.45 | 11.97 |
| | | | | 9XL | EA | 16.90 | 14.25 | NB | NB | 11.75 | NB | 20.27 | NB | 23.60 | 11.97 |
| | | | | 10XL | EA | 16.90 | 14.25 | NB | NB | 11.75 | NB | 21.30 | NB | 23.60 | 11.97 |
| | | | | AVERAGE | | 15.00 | 12.34 | NB | NB | 11.75 | NB | 16.21 | NB | 20.48 | 11.94 |
| 12 | UNIFORMS * WITH BLACK STENCIL | SEE SPECIFICATION LINE 8-13 ABOVE | HOT PINK | Medium | EA | 12.90 | 11.35 | NB | NB | 16.00 | NB | 12.50 | NB | 17.82 | 11.91 |
| | EST USAGE: 24 | STENCILING - 3" BLOCK LETTERING ON BACK TO READ | | Large | EA | 12.90 | 11.35 | NB | NB | 16.00 | NB | 12.50 | NB | 17.82 | 11.91 |
| | | 'HAMILTON COUNTY JAIL' | | X-Large | EA | 12.90 | 11.35 | NB | NB | 16.00 | NB | 12.50 | NB | 17.82 | 11.91 |
| | | BLACK LETTERING | | 2XL | EA | 13.90 | 12.55 | NB | NB | 16.00 | NB | 12.50 | NB | 17.82 | 11.91 |
| | | | | 3XL | EA | 14.90 | 12.55 | NB | NB | 16.00 | NB | 12.50 | NB | 19.00 | 11.91 |
| | | | | 4XL | EA | 15.90 | 12.55 | NB | NB | 16.00 | NB | 14.18 | NB | 19.00 | 11.91 |
| | | | | 5XL | EA | 15.90 | 12.55 | NB | NB | 16.00 | NB | 15.09 | NB | 20.15 | 11.91 |
| | | | | 6XL | EA | 16.90 | 12.55 | NB | NB | 16.00 | NB | 16.03 | NB | 20.15 | 11.97 |
| | | | | AVERAGE | | 14.53 | 12.10 | NB | NB | 16.00 | NB | 13.48 | NB | 18.70 | 11.92 |
| 13 | UNIFORMS ** WITH WHITE STENCIL | SEE SPECIFICATION LINE 8-13 ABOVE | GREY | LG-XL | EA | 12.90 | 11.35 | NB | NB | 11.75 | NB | 12.50 | NB | 17.82 | 11.91 |
| | EST USAGE: 20 | STENCILING - 3" BLOCK LETTERING ON BACK TO READ | | 2XL | EA | 12.90 | 11.35 | NB | NB | 11.75 | NB | 12.50 | NB | 17.82 | 11.91 |
| | | 'JAIL KITCHEN' | | 3XL | EA | 12.90 | 11.35 | NB | NB | 11.75 | NB | 12.50 | NB | 19.00 | 11.91 |
| | | WHITE LETTERING | | 4XL | EA | 13.90 | 11.78 | NB | NB | 11.75 | NB | 14.18 | NB | 19.00 | 11.91 |
| | | | | 5XL | EA | 14.90 | 11.78 | NB | NB | 11.75 | NB | 15.09 | NB | 20.15 | 11.91 |
| | | | | 6XL | EA | 15.90 | 11.78 | NB | NB | 11.75 | NB | 16.03 | NB | 20.15 | 11.97 |
| | | | | 7XL | EA | 15.90 | 15.10 | NB | NB | 11.75 | NB | 18.42 | NB | 21.25 | 11.97 |
| | | | | 8XL | EA | 16.90 | 15.10 | NB | NB | 11.75 | NB | 19.31 | NB | 22.45 | 11.97 |
| | | | | 9XL | EA | 16.90 | 15.10 | NB | NB | 11.75 | NB | 20.27 | NB | 23.60 | 11.97 |
| | | | | 10XL | EA | 16.90 | 15.10 | NB | NB | 11.75 | NB | 21.30 | NB | 23.60 | 11.97 |
| | | | | AVERAGE | | 15.00 | 12.98 | NB | NB | 11.75 | NB | 17.14 | NB | 21.15 | 11.95 |

CLOTHING BID

| ITEM # | DESCRIPTION | SPECIFICATION | COLOR | SIZE | UNIT | CHARM-TEX | BOB BARKER CO | CAROLINA TEXTILES | TRICOR | ACME SUPPLY CO. LTD | HOMDEL FOOTWEAR LLC | ICS JAIL SUPPLIES, INC. | CORNERSTONE DETENTION PRODUCTS, INC. | O.D. TARGIN & BROS | VICTORY SUPPLY INC. |
|--------|--------------------------------|---|---------------------|------------|------|----------------|----------------|-------------------|-------------------------------|--------------------------------|---------------------------------|---------------------------------|--------------------------------------|-------------------------------|----------------------------------|
| | CONTACT NAME | | | | | STAN | TALIA ROSARIO | BOB JONES | TROY SHANKS (615) 741-5705 | ZAHEER SHEIK (800) 567-8025 | WENDY ZANKOFF (877) 901-3668 | JIM BOGIN III (800) 524-5427 | HEATHER LANG (256) 560-4245 | JANET BROWN (410) 276-7570 | DEANN ANDERSON (801) 732-1552 |
| | PHONE | | | | | (718) 252-8100 | (919) 346-2137 | (704) 525-1272 | (615) 741-5705 | (800) 567-8025 | (877) 901-3668 | (800) 524-5427 | (256) 560-4245 | (410) 276-7570 | (801) 732-1552 |
| | FAX | | | | | (718) 258-8303 | (800) 322-7537 | (704) 525-0607 | (615) 741-2747 | (800) 567-8026 | (732) 810-0416 | (254) 751-0299 | (256) 560-4284 | (410) 276-1414 | (801) 732-1553 |
| 14 | SAFETY SMOCK | ADJUSTABLE VELCRO FASTENERS | SHERWOOD GREEN | 44" X 56" | EA | 69.90* | 78.00 | NB | NB | NB | NB | 95.05 | NB | NB | NB |
| | EST USAGE: 20 | CHEST 44" TO 56" | | | | | not acceptable | | | | | | | | |
| | | Minimum: Two heavy-duty 650-denier polyester outside layers | | | | | | | | | | | | | |
| | | Lockstitch quilted to polyester inner batting with bonded heavy nylon stitching | | | | | | | | | | | | | |
| | | Flame Resistant; Tearing Resistant; Machine Washable; | | | | | | | | | | | | | |
| | | High Quality and Heavy Duty Construction | | | | | | | | | | | | | |
| | | Provide sample upon request for safety inspection | | | | | | | | | | | | | |
| 15 | SUICIDE BLANKETS | 54" X 80" | SHERWOOD GREEN | 54 X 80" | EA | 68.90* | 72.00 | NB | NB | NB | NB | 78.82 | NB | NB | NB |
| | EST USAGE: 24 | High Quality Construction; Heavy Duty Construction | | | | | not acceptable | | | | | | | | |
| 16 | COZY BLANKETS | SYNTHETIC WITH COTTON | GREY OR GREY STRIPE | 66" X 90" | EA | 5.54 | 5.75 | NB | NB | NB | NB | 5.82 | NB | NB | 5.69 |
| | EST USAGE: 250 | OVER EDGE STITCHING | | | | | | | | | | | | | |
| | | MACHINE WASHABLE & TUMBLE QUICK DRY | | | | | | | | | | | | | |
| 17 | SHEETS | FLAT | BROWN | 58" X 90" | EA | 3.18 | 2.56 | NB | NB | 35.00 | NB | 2.80 | 7.01 | NB | 3.71 |
| | EST USAGE: 480 ea - 40 Dozen | POLY/COTTON BLEND | | | | 38.18 dz | 30.72 dz | | | | | | | | |
| 18 | WASH CLOTHS | BUDGET GRADE 100% COTTON TERRY | BROWN | 12" X 12" | EA | 0.31 | 0.21 | 0.24 | NB | 0.33 | NB | 0.25 | 0.28 | NB | 0.21 |
| | EST USAGE: 504 Each - 42 Dozen | | | | | 3.72 dz | 2.52 dz | 2.87 dz | | 4.00 dz | | | 3.36 dz | | 2.52 dz |
| 19 | TOWELS | BUDGET GRADE 100% COTTON TERRY | BROWN | 20" X 40" | EA | 1.52 | 1.18 | 0.95 | NB | 15.00 | NB | 1.30 | 1.60 | NB | 1.08 |
| | EST USAGE: 300 Each - 25 Dozen | | | | | 18.18 dz | 14.16 dz | 11.38 dz | | | | | 19.20 dz | | |
| 20 | MATTERESSES | WITH BUILT IN PILLOW | GREEN/LT BLUE | 3"X25"X74" | EA | 45.18 | 46.23 | NB | 191.77 | NB | NB | 45.90 | 38.00 | NB | 45.11 |
| | EST USAGE: 150 EA | HIGH DENSITY FOAM CORE, FLAME RESISTANT | | | | | | | | | | | | | |
| | | NON ALLERGENIC - WIPE CLEAN W/T SOAP ETC | | | | | | | | | | | | | |
| 21 | LAUNDRY BAGS | MIN 50% COTTON - MESH | WHITE | 24" X 36" | DZ | NB | 28.25 | 43.32 | NB | NB | NB | 43.80 | NB | NB | 42.60 |
| | EST USAGE: 1,008 EA - 84 DZ | SEWN IN CLOTH ID BOTTOM CORNER | COLORS | | | | | 3.78 | | | | | | | 47.60 |
| | | NO DRAW STRING CLOSURERS | | | | | | 3.61 ea | | | | | | | |
| | | HOT 190 DEGREE TEMP WASH | | | | | | | | | | | | | |
| 22 | HALF GARMENT BAGS WITH HANGER | PROPERTY BAG WITH HANGER | BLACK | 20"X24" | EA | NB | 8.64 | NB | NB | NB | NB | NB | NB | NB | NB |
| | EST USAGE: 80 EA | CLEAR ID POCKET 6"w X 4"h | | | | | | | | | | | | | |
| | | ZIPPER AT TOP AND LOCKABLE | | | | | | | | | | | | | |
| 23 | GARMENT BAGS WITH HANGER | MAIN COMPART 26"L WITH HANGER | N/A | 26" L | EA | NB | 8.69 | NB | NB | NB | NB | NB | NB | NB | NB |
| | EST USAGE: 80 EA | FRONT OUTSIDE CLEAR POCKET 14" X 22" | SEE SPECS | 14" X 22" | | | | | | | | | | | |
| | | NO SHOE POCKET NEEDED | | | | | | | | | | | | | |
| | | MILDEW AND ROT RESISTANT POLY MESH | | | | | | | | | | | | | |

CLOTHING BID

| ITEM # | DESCRIPTION | SPECIFICATION | COLOR | SIZE | UNIT | CHARM-TEX | BOB BARKER CO | CAROLINA TEXTILES | TRICOR | ACME SUPPLY CO. LTD | HOMDEL FOOTWEAR LLC | ICS JAIL SUPPLIES, INC. | CORNERSTONE DETENTION PRODUCTS, INC. | O.D. TARGIN & BROS | VICTORY SUPPLY INC |
|--------|--------------|---------------|-------|------|------|----------------|----------------|-------------------|----------------|---------------------|---------------------|-------------------------|--------------------------------------|--------------------|--------------------|
| | CONTACT NAME | | | | | STAN | TALLA ROSARIO | BOB JONES | TROY SHANKS | ZAMEER SHEIK | WENDY ZAMKOFF | JIM ROGIN III | HEATHER LANG | JANET BROWN | DEANN ANDERSON |
| | PHONE | | | | | (718) 252-8100 | (919) 346-2137 | (704) 525-1272 | (615) 741-5705 | (800) 567-8025 | (877) 901-3668 | (800) 524-5427 | (256) 560-4245 | (410) 276-7570 | (801) 732-1552 |
| | FAX | | | | | (718) 258-8303 | (800) 322-7537 | (704) 525-0607 | (615) 741-2747 | (800) 567-8026 | (732) 810-0416 | (254) 751-0299 | (256) 560-4284 | (410) 276-1414 | (801) 732-1553 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
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| | |
|----------------------|-----------|
| Request for Bids: | |
| Newspaper Ad: | 1-27-14 |
| Vendor Notification: | 278 |
| Vendor Response: | 10 |
| Budgeted: | Operating |



Hamilton County Board of Commissioners RESOLUTION

No. 316-12

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH IN THE AMOUNT OF \$278,600.00 TO PROVIDE CHILDHOOD IMMUNIZATION SERVICES IN HAMILTON COUNTY, FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016.

WHEREAS, childhood immunizations have been proven to reduce the incidence and impact of vaccine preventable diseases; and,

WHEREAS, identifying children at risk for being under immunized and following their vaccine status, encouraging vaccination at every opportunity has been shown to significantly increase the vaccination status of those children; and,

WHEREAS, auditing day care, primary and secondary school immunization records ensures that children in group settings are appropriately immunized; and,

WHEREAS, the Tennessee Department of Health oversees the Vaccine for Children Program that provides vaccine to eligible children free of charge at numerous providers throughout Hamilton County; and,

WHEREAS, the Vaccine for Children's Program requires local oversight; and,

WHEREAS, the Tennessee Department of Health has identified continuation funding for the provision of these services in Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor be authorized to sign the attached contract for the provision of childhood immunization services for the children of Hamilton County for the period of January 1, 2016 through December 31, 2016.

BE IT FURTHER RESOLVED, THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

| | | | | | |
|---|--------------------------------------|--|---|---------------------|------------------------------------|
| Begin Date January 1, 2016 | End Date December 31, 2016 | Agency Tracking # 34360-40916 | Edison ID | | |
| Grantee Legal Entity Name Chattanooga-Hamilton County Health Department | | | Edison Vendor ID 4208 | | |
| Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor | | CFDA # 93.268 | Grantee's fiscal year end June 30, 2016 | | |
| Service Caption (one line only) Immunization Services | | | | | |
| Funding — | | | | | |
| FY | State | Federal | Interdepartmental | Other | TOTAL Grant Contract Amount |
| 2016 | \$43,950.00 | \$95,350.00 | | | \$139,300.00 |
| 2017 | \$43,950.00 | \$95,350.00 | | | \$139,300.00 |
| | | | | | |
| | | | | | |
| TOTAL: | \$87,900.00 | \$190,700.00 | | | \$278,600.00 |
| Grantee Selection Process Summary | | | | | |
| <input type="checkbox"/> Competitive Selection | | | | | |
| <input checked="" type="checkbox"/> Non-competitive Selection | | | As a local governmental entity, the State is obligated to work with this Metro partner in order to effectively fulfill our legal duties and efficiently provide services in this area of Tennessee. | | |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. | | | | <i>CPO USE - GG</i> | |
| Speed Chart (optional) HL00015819 | | Account Code (optional) 71301000 | | | |

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Immunization Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

- a. "ACIP" means Advisory Committee on Immunization Practices.
- b. "AFIX" means Assessment, Feedback, Incentive, eXchange, and a quality improvement strategy used by Grantees to raise immunization coverage levels and improve standards of practices at the provider level.
- c. "CDC" means the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services.
- d. "CoCASA" means the Comprehensive Clinic Assessment Software Application, a program belonging to the CDC, and a tool for assessing immunization practices within a clinic, private practice, or any other environment where immunizations are provided.
- e. "CVX" is a three digit code which allows specification of a vaccine used at the vaccine administration level and identifies the type of vaccine product used.
- f. "DHS" means Department of Human Services.
- g. "DTaP" refers to a combination vaccine containing the diphtheria, tetanus, and acellular pertussis viruses.
- h. "FTE" means full time-equivalent position.
- i. "HBIG" means hepatitis B immune globulin.
- j. "HBsAg+" means hepatitis B surface antigen-positive.
- k. "Hep A" means hepatitis A virus.
- l. "Hep B" means hepatitis B virus.
- m. "Hib" means *Haemophilus influenzae* virus, type B.
- n. "MMR" refers to a combination vaccine containing the measles, mumps and rubella viruses.
- o. "NEDSS" means National Electronic Disease Surveillance System, accessed via a secure website.

- p. "NIST" means the National Institute of Standards and Technology, an agency of the U.S. Department of Commerce that develops technology, measurements, and standards.
- q. "NIST SP800-52 Revision 1" means the National Institute of Standards and Technology's Special Publication regarding *Guidelines for the Selection, and Use of Transport Layer Security (TLS) Implementations*.
- r. "NIST SP800-77" means the National Institute of Standards and Technology's Special Publication regarding *Guide to IPsec VPNs*.
- s. "NIST SP800-88 Revision 1" means the National Institute of Standards and Technology's Special Publication regarding *Guidelines for Media Sanitization*.
- t. "PEAR" means Provider Education Assessment and Reporting software, a tool for assessing immunization practices within a clinic, private practice, or any other environment where immunizations are provided. This software is proprietary to the CDC and accessed via the CDC's secure portal - SAMS (Secure Access Mgt Svc).
- u. "PHI" means Protected Health Information:
- (1) Information created or received by a health care provider, health plan, employer, or health care clearinghouse that relates to the past, present, or future physical, genetic, or mental health or condition of an individual;
 - (2) The provision of health care to an individual; or
 - (3) The past, present, or future payment for the provision of health care to an individual;
 - (4) That identifies the individual; or
 - (5) For which there is a reasonable basis to believe the information can be used to identify the individual.
- v. "PTBMIS" means the Patient Tracking Billing and Management Information System of the state agency.
- w. "QIG" means the most current edition of the Quality Improvement Guidelines of the State agency.
- x. "REDCap" means Research Electronic Data Capture, a secure web application for building and managing online surveys and databases.
- y. "SAMS" means Secure Access Management System, a secure portal for the CDC where authorized users can login and use CDC software.
- z. "Secure Email" means the use of TLS/SSL to encrypt email messages, providing secure data integrity and confidentiality over computer networks.
- aa. "Secure Website" means a website using Secure Sockets Layer (SSL), which is the standard security technology for establishing an encrypted link between a web server and an internet browser.
- ab. "SIIS" means the State Immunization Information System, a population-based, computerized information system implemented at the state level and is an important tool for tracking immunization records. The outward face of SIIS is known as the Tennessee Immunization Information System (TennIIS). Immunization data is entered into the system through the TennIIS web portal.
- ac. "TennIIS" means the Tennessee Immunization Information System, previously known as the "immunization registry". It is the State database used for storing immunization records for children and adolescents administered in health departments or by other health care providers and is accessed via a secure website.

- ad. "TIP" means the Tennessee Immunization Program.
 - ae. "VFC" means the Vaccines for Children Program, a federal entitlement program created by the Omnibus Budget Reconciliation Act of 1993, a required component of the State's medical assistance program, and considered a Title XIX Medicaid program.
 - af. "WIC Program" means the Special Supplemental Nutrition Program for Women, Infants, and Children established by the Child Nutrition Act of 1966 and codified as 42 U.S.C. § 1786.
- A.3. Service Goals. The goal of the TIP is to promote the proper use of all recommended vaccines, in collaboration with the CDC and other partners and to ensure that Tennessee meets or exceeds the federal Department of Health and Human Services Healthy People 2020 objectives for immunization coverage. The TIP is paid for with federal money and is administered at the federal level by the CDC, at the state level by the state agency, and at the local level by one of the many local agencies.
- A.4. Service Recipients. Service recipients are all people living, working, and visiting in Tennessee, with emphasis placed on children ages zero (0) through eighteen (18) years old who are uninsured, underinsured or are eligible for Medicaid services and young adults nineteen (19) years and older who are uninsured and susceptible to vaccine preventable diseases.
- A.5. Service Description. The Grantee shall use grant funds to conduct the Immunization Program as a functional part of the State's TIP for the delivery of immunization program services described in this contract in compliance with the current procedures and guidelines of the TIP, the most recent copy of which is on file in the Department of Health and has been provided to the Grantee. If TIP procedures or guidelines are revised during the term of this contract, the TIP will communicate revisions by email and/or blast fax and through the annual TIP training for field staff.

The Grantee shall collaborate with the TIP in meeting requirements and objectives established by the CDC, including: carrying out TIP program evaluation efforts and assessments; carrying out federal grant requirements; and, carrying out activities to ensure that at least ninety (90) percent of children in the Grantee's jurisdiction have completed each one of the seven basic CDC recommended immunizations (DTaP, IPV, MMR, Hib, Hep B, Varicella and PCV) as measured in the annual survey of twenty-four (24) month old children. As a participant in the TIP, the Grantee agrees to:

- a. Follow all policies and procedures established by the State during public health emergencies.
- b. Conduct quality reviews of all health programs provided by the Grantee utilizing the tools in the most current edition of the QIG a copy of which has been provided to the Grantee.
- c. Submit documentation of reviews to the Office of Quality Improvement (QI) as indicated in the most current edition of the QIG.
- d. Appoint a physician to oversee local immunization program efforts.
- e. Assign a dedicated, full time Immunization Program Representative (or Coordinator) to oversee Immunization Program activities and function as the primary contact person to the TIP. The job classification for this representative must be a minimum of a public health representative 3 or a registered nurse.
- f. Provide education and training to all staff responsible for Immunization Program activities. May cover expenses of staff to attend national immunization conferences recommended by the TIP to ensure staff have adequate knowledge to carry out responsibilities and duties. Ensure that all Immunization Program staff who will conduct VFC compliance site visits attend all education and training programs conducted by the TIP, including statewide meetings, conference calls, video conferences and on-site

training sessions. Funding designated for education is included in this Grant Contract.

- g. Participate in the TIP objectives and activities for the CDC 2016 Immunization Grant, as requested by TIP, including but not limited to:
- (1) Conducting annual VFC provider compliance site visits, according to the most current "Guidance for Site Visit Reviewer" field staff procedures and annual schedule established by the TIP, of at least fifty (50) percent of the public and fifty (50) percent of the private providers enrolled in the VFC program in Grantee's jurisdiction annually; ensuring that every VFC provider has a VFC compliance site visit at least once every twenty-four (24) months. Grantees with between twenty-one (21) and thirty-nine (39) VFC-enrolled providers must conduct VFC provider compliance site visits to at least twenty (20) providers annually. Grantees with twenty (20) or fewer VFC-enrolled providers must conduct a VFC compliance site visit to all providers annually. Site visits will include, but are not limited to, the following:
 - i. Monitor the appropriate storage, handling, and administration of vaccine.
 - ii. Specify objectives and problem resolutions in writing to each provider for whom assessments are conducted with copies to TIP.
 - iii. Report critical findings of VFC compliance site visits to the Central Office of the TIP for guidance on actions to be taken as a result of the assessment findings within one (1) business day of the site visit. If evidence of inappropriately stored and/or compromised vaccine is found, or if fraud and/or abuse involving VFC vaccine is suspected, it must be reported immediately by telephone before leaving the provider facility.
 - iv. Enter all VFC site visit data into the PEAR program and other designated software systems as required by CDC within thirty (30) days of completing the visit. CDC software systems are accessed via their secure website and login to these systems is via their SAMS portal.
 - (2) Conducting annual AFIX visits according to the most current "Guidance for Site Visit Reviewer" field staff procedures and the annual schedule established by the TIP. All AFIX visits will be conducted using the TennIIS. Every VFC provider receiving a scheduled compliance site visit during the contract period will receive an AFIX site visit. AFIX site visits will include, but are not limited to, the following:
 - i. Determine, by assessment of patient records, the immunization coverage level of children served by that provider.
 - ii. Identify immunization service delivery practices that promote or prevent complete immunization of children in the practice according to CDC information provided by TIP to the Grantee.
 - iii. Specify objectives and problem resolutions in writing to each provider for whom assessments are conducted that enhance the practice's delivery of immunizations according to CDC recommendations provided by TIP to the Grantee. Provide copies of these reports to local health officials.
 - iv. Enter all AFIX site visit data into the CoCASA program or other designated software systems as required by CDC within thirty (30) days of completing the visit. CDC software systems are accessed via their secure website and login to these systems is via their SAMS portal.
- h. Ensuring the active follow-up of children who are identified by the TIP and reported to Grantee by secure email as being at high-risk of not completing immunizations, including but not limited to children aged twenty (20) through twenty-four (24) months old identified as having received fewer than four (4) doses of DTaP vaccine.
- i. Working with the TIP to achieve the following levels of compliance with state immunization regulations and CDC recommendations for:

- (1) Kindergarten – ninety-eight (98) percent or better compliance with regulations.
 - (2) Daycare – ninety-five (95) percent or better compliance with regulations.
 - (3) On-time immunization of ninety (90) percent of twenty-four (24) month old children for each of the following routinely recommended vaccines (4 DTaP, 3 Polio, 1 MMR, 3 Hep B, 3 Hib, 1 Varicella, 4 Pneumococcal) and eighty (80) percent for each of the following more recently recommended vaccines (2 Hep A, 2 or more rotavirus, and annual influenza).
- j. Participate in the TIP Perinatal Hepatitis B Program by:
- (1) Assigning a health department representative as coordinator to oversee the Perinatal Hepatitis B Program and function as the primary contact person to the TIP for perinatal hepatitis B prevention efforts. The job classification for this representative must be a minimum of a public health representative 2 or a registered nurse.
 - (2) Entering all pregnant women who are reported to be HBsAg+ into the TIP Perinatal Hepatitis B database located within the secure REDCap system and in the NEDSS and submitting updated reports to TIP as requested by TIP.
 - (3) Working with hospitals and obstetric physicians to ensure that all children born to HBsAg+ women receive HBIG and the first dose of hepatitis B vaccine within twelve (12) hours of birth.
 - (4) Ensuring that household and sexual contacts of the mother are identified, screened for infection, vaccinated to prevent infection and, when medically indicated, advised to receive HBIG, in accordance with current published CDC guidelines.
 - (5) Ensuring that both infants and susceptible contacts of HBsAg+ pregnant women are monitored and receive a complete series of hepatitis B vaccine and that the infants, household contacts under five (5) years of age and the susceptible ongoing sexual contacts receive a post immunization serologic test to verify immunity.
- k. Perform routine surveys as mandated by CDC immunization grant requirements and/or the TIP, including:
- (1) Conducting Day Care Center surveys of at least twenty-five (25) percent of the day care centers licensed by the DHS in the Grantee's jurisdiction each quarter (for a total of one hundred (100) percent) to:
 - i. Verify at least ninety-five (95) percent of the day care attendees in each center meet the immunization requirements imposed by state law.
 - ii. Report all centers not having a ninety-five (95) percent compliance rate with the state law to the local DHS for monitoring and follow-up.
 - iii. Provide to the day care center operator a completed Non-Compliance Information Letter (supplied by the TIP) for each child not meeting the immunization requirements.
 - iv. Report survey findings to the local DHS representative responsible for day care licensure.
 - (2) Conducting a survey of twenty-four (24) month old children according to procedures and time lines developed by the TIP to:
 - i. Gather designated survey data to determine the immunization status of each survey child selected. Data is entered into REDCap.

- ii. Complete the investigation of each survey individual until either:
 - a) all existing immunization data are determined, or
 - b) the individual child is proven to be excludable from the survey.
 - iii. Report all results of the investigations to the TIP. All reports containing PHI will be delivered via Secure Email.
- (3) Conducting School Validation Surveys on a sample of records from a sample of schools where school immunization compliance reports are not completed by a school nurse according to procedures and time lines developed and provided by the TIP to:
 - i. Determine if the school systems are reporting compliance with state immunization regulations accurately on the entering kindergarten classes where immunization requirements apply.
 - ii. Identify the levels of compliance with state immunization requirements in a sample of kindergarten students where requirements apply.
 - iii. Identify the students sampled who have non-compliant immunization records and immediately report them to the school principal or appropriate local school official.
 - iv. Report findings of validation surveys to TIP by the deadline established by the TIP.
- l. Respond to case reports of all vaccine preventable diseases within twenty-four (24) hours of report; except reports of measles cases which will have an immediate response. Services, at a minimum, shall include:
 - (1) Contacting TIP and other county health departments, as appropriate and sharing information about the cases.
 - (2) Completing the required case report forms and case investigation data and report to the State as a reportable disease in NEDSS.
 - (3) Arranging immunization clinics and/or medical appointments as necessary to control the spread of disease.
- m. Perform Education and Outreach activities, including:
 - (1) Responding, as necessary, to special Immunization Program activities that may be conducted in the Grantee's jurisdiction, such as a school-based clinic in response to disease outbreaks.
 - (2) Improving the immunization levels of specific population sub-groups through specific outreach to groups at increased risk for delayed or incomplete immunization, such as minorities, pre-teens and adolescents.
- n. Promote all CDC recommended vaccines for adolescents and adults through service delivery activities designed to target pre-teens and adolescents, such as establishing systems in health department clinics to ensure that immunization status is reviewed and vaccines are given at every health visit involving pre-teens and adolescents whenever health department policy permits. Participate in community vaccination activities where feasible or promote adult immunization in the grantee's community.
- o. Utilize the most current PTBMIS CVX codes for all federally funded vaccines administered, as defined by the most current PTBMIS Codes Manual to record all immunization transactions and comply with current TIP policy for the use and PTBMIS coding of federal vaccines administered in local health departments.
- p. Monitor requirements for provider participation in the VFC Program, including the following: require that no patient eligible for VFC is denied routine immunizations

because of inability to pay a vaccine administration fee, and require that all VFC providers offer VFC eligible patients all routine immunizations recommended for them by the CDC. Notify TIP of providers who are not in compliance with these requirements. TIP will notify these providers that they must promptly comply with federal law.

- q. Comply with Tennessee Rules and Regulations 1200-14-1-.29(2), which authorize Grantees to provide proof of immunizations to the admissions officer of any school in the state of Tennessee and to physicians who are evaluating a school-aged patient's immunization status.
- r. Work with the Grantee's WIC Programs to monitor the immunization status of WIC recipients. Review immunization histories on all WIC enrollees and refer children, as appropriate, to the immunization clinic. Children who are behind on immunizations should be placed on an accelerated immunization schedule (the CDC "Catch Up Schedule") and consider strategies to ensure return immunization visits until the child is caught up to date.
- s. May fund up to one (1) FTE position for the purpose of entering and reviewing immunization data from any source (both public and private providers) of any age in the SIIS. This includes assisting in record verification, de-duplication and efforts to expand SIIS to include comprehensive immunization information on patients of all ages.
- t. Maintain insurance policy or alternative means to cover replacement of VFC vaccines due to storage failure. Replace vaccines to the VFC Program if vaccines are compromised and must be discarded due to human error, including failure to follow proper vaccine storage and handling guidelines or failure to respond appropriately to storage unit failures, according to the TIP.
- u. PHI – Protected Health Information:
 - (1) Grantee shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the State.
 - (2) The Grantee shall implement technical security measures including mechanisms to encrypt and decrypt electronic protected health information (PHI) "at rest" and "during transmission" over an electronic communications network consistent with NIST Special Publications 800-52, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of Protected Health Information (PHI).
- v. Sanitization:

The Contractor shall upon expiration or termination of the Contract, for any reason, securely return all data received/created by the State or received/created by the Contractor, subcontractor or agents on behalf of the State, to the State Program Director referenced in Section D.8 using a method mutually agreed upon by both parties at the time of termination. The Contractor will then destroy all data in accordance to the current NIST SP800-88 Sanitization guidelines.

A.6. Reporting Requirements.

- a. The Grantee agrees to maintain a staffing level to adequately carry out immunization program activities of TIP. If at any time fewer than seventy-five (75) percent of the positions funded through this grant contract are filled, the Grantee shall immediately notify the TIP and submit a corrective action plan documenting efforts to address the staffing deficiency.
- b. The Grantee shall submit a quarterly report of all staff performing the immunization program activities including the category of services as defined in A.5. above with

employee name, position title, salary, and percent of time performing these services for the specific quarter to the TIP Program Manager and TIP Fiscal Administrator. The quarterly report shall be submitted by email prior to or no later than the fifteenth (15th) calendar day of the month following the end of each quarter (April 15, 2016, July 15, 2016; October 15, 2016; and January 15, 2017).

- c. The Grantee shall maintain appropriate personnel records, e.g. time, attendance and, leave for review by the State or any other appropriate state or federal agency.

A.7. Service Deliverables

| Deliverable | Contract Section | Delivery Date | Due to Whom | Requested Format |
|--|-------------------------|----------------------|--|---|
| Follow all policies and procedures established by the State during public health emergencies. | A.5.a. | Ongoing | N/A | N/A |
| Conduct quality reviews of all health programs using tools in current edition of QIG. | A.5.b. | Ongoing | TIP | In-Person |
| Submit documentation of reviews to the Office of Quality Improvement (QI). | A.5.c. | Ongoing | Office of Quality Improvement, Community Health Services | PDF |
| Appoint a physician to oversee local immunization program efforts. | A.5.d. | Ongoing | N/A | N/A |
| Assign a dedicated, full time Immunization Program Representative (or Coordinator). | A.5.e. | Ongoing | N/A | N/A |
| Provide education and training to all staff responsible for Immunization Program activities. Ensure that all Immunization Program staff who will conduct VFC compliance site visits attend all education and training programs conducted by the TIP. | A.5.f. | TBD by TIP | N/A | In-person trainings, conference calls |
| Conduct annual VFC Compliance Site Visits in accordance with CDC guidelines. | A.5.g.(1) | Ongoing | Provider and TIP | In-Person |
| Conduct annual AFIX visits in accordance with CDC guidelines. | A.5.g.(2) | Ongoing | Provider and TIP | In-Person |
| Ensuring the active follow-up of children who are identified by the TIP and reported to Grantee by secure email as being at high-risk of not completing immunizations. | A.5.h. | Monthly | N/A | Using data in Overdue DTaP report provided by TIP |
| Working with the TIP to achieve immunization coverage levels in compliance with state immunization regulations and CDC recommendations. | A.5.i. | Ongoing | TIP | N/A |
| Participate in the TIP Perinatal Hepatitis B Program in accordance with TIP and CDC requirements. | A.5.j. | Ongoing | TIP | TIP Perinatal Hepatitis B database and NEDSS system |

| Deliverable | Contract Section | Delivery Date | Due to Whom | Requested Format |
|--|-------------------------|---|--------------------|---|
| Conducting Day Care Center surveys in accordance with TIP and CDC requirements. | A.5.k.(1) | Ongoing | TIP/DHS/Day Care | Surveys/Written Report/Letter |
| Conducting a survey of twenty-four (24) month old children according to procedures and time lines developed by the TIP. | A.5.k.(2) | Ongoing | TIP | Completed surveys |
| Conducting School Validation Surveys on a sample of records from a sample of schools in accordance with TIP requirements and deadlines. | A.5.k.(3) | Annually by date established by TIP | TIP | Completed surveys |
| Respond to case reports of all vaccine preventable diseases. | A.5.l. | Within 24 hours of report | TIP | Case report form and entered into NEDSS |
| Perform Education and Outreach activities. | A.5.m. | Ongoing | N/A | N/A |
| Promote all CDC recommended vaccines for adolescents and adults. | A.5.n. | Ongoing | N/A | N/A |
| Utilize the most current PTBMIS CVX codes for all federally funded vaccines administered. | A.5.o. | Ongoing | N/A | N/A |
| Monitor requirements for provider participation in the VFC Program in accordance with TIP Protocol and CDC requirements and notify TIP of noncompliance. | A.5.p. | Ongoing | TIP | Telephone or written notification with appropriate documentation |
| Comply with Tennessee Rules and Regulations 1200-14-1-.29(2). | A.5.q. | Ongoing | N/A | N/A |
| Work with the Grantee's WIC Programs to monitor the immunization status of WIC recipients. | A.5.r. | Ongoing | N/A | N/A |
| May fund up to one (1) FTE position for the purpose of entering and reviewing immunization data. | A.5.s. | Ongoing | N/A | N/A |
| Maintain insurance policy or alternative means to cover replacement of VFC vaccines due to storage failure. | A.5.t. | Ongoing | N/A | N/A |
| The Grantee agrees to maintain a staffing level to adequately carry out immunization program activities of TIP. | A.6.a. | Ongoing | TIP | Telephone or written notification with corrective action plan if needed |
| The Grantee shall submit a quarterly report of all staff performing the immunization program activities. | A.6.b. | No later than the fifteenth (15 th) | TIP | Written report |

| Deliverable | Contract Section | Delivery Date | Due to Whom | Requested Format |
|---|------------------|--|-------------|------------------|
| | | calendar day of the month following end of the quarter | | |
| The Grantee shall maintain appropriate personnel records. | A.6.c. | Ongoing | N/A | N/A |

A.8 Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative. The State makes the final determination regarding acceptance of the work being performed under this Contract.

A.9 Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet is incorporated in this Grant Contract. The Grantee shall be notified of any changes that shall take place during the duration of this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on January 1, 2016, ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Seventy Eight Thousand Six Hundred Dollars (\$278,600.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Health
 Immunization Program
 Debbie Pearson, Fiscal Administrator
 3rd Floor Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health, Communicable and Environmental Diseases & Emergency Preparedness.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5
 - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and a final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State (Attachment 3).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Catherine Haralson
 Tennessee Department of Health
 Immunization Program
 3rd Floor Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: Catherine.D.Haralson@tn.gov
 Telephone # (615) 741-7507
 Fax # (615) 532-8526

The Grantee:

Rebekah Barnes, Director
 Chattanooga-Hamilton County Health Department
 921 East Third Street
 Chattanooga, TN 37403
 Email Address: BeckyB@HamiltonTN.gov
 Telephone # (423) 209-8000
 Fax # (423) 209-8001

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by

the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract. (Attachment 4)

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 5.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.7. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that

all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required. The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.8. Accountability of Federal Funding. In accordance with CDC requirements, beginning January 1, 2012, Grantee shall account for funds awarded by specific funding source (Attachment 6).
- a. The funding sources and a summary of allowable activities/expenses for each source are outlined below and are listed from most restrictive to least restrictive funding.
- (1) Pandemic Influenza – only those required activities and expenses associated with increasing/promoting seasonal influenza vaccination, specifically provider out-reach and education regarding ACIP recommendations for seasonal flu vaccination. Note: Immunization field staff are required to promote seasonal flu vaccination during VFC site visits.
 - (2) VFC/AFIX – those required activities and expenses related to/associated with VFC compliance site visits and quality assurance (AFIX visits), provider follow-up/contacts, education, staff training and educational activities.
 - (3) 317 Operations – those required activities and expenses related to conducting routine/required surveys (i.e. Day Care/Child Care and Head Start Center surveys, twenty-four (24) month old surveys, school validation surveys), Perinatal Hepatitis B Prevention Program activities, vaccine preventable disease surveillance and investigation, those required activities and expenses related to/associated with VFC compliance site visits activities, provider follow-up/contacts and education, staff training and educational activities.
- b. Grantee shall submit invoices detailing expenses for federal and state funding in general and per specific federal funding source. Grantee will submit invoice documents listed as follows with appropriate supporting documentation, and expenditures shall align with budgets referenced in Section C.1. of this Grant Contract.
- (1) Invoices for Reimbursement
 - i. Roll-up (total of federal and state funding)
 - ii. Federal roll-up
 - iii. 317 Operations
 - iv. VFC-AFIX
 - v. Pandemic Influenza
 - vi. State funded activities

- E.9. Health Care Data. The Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

E.10. Security Audit. The State may conduct audits of Grantee's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Grant Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: <http://www.tn.gov/finance/oir/security/secpolicy.html>. The State's right to conduct security audits is independent of any other audit or monitoring required by this Grant Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.

- a. A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Grantee's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.
- b. Grantee shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to Grantee's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and Grantee shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Grant Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Grantee shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

Becky Barnes

2/16/16

GRANTEE SIGNATURE

DATE

Becky Barnes, Administrator

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Jim M. Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF HEALTH:

MIKE NEWMAN, INFORMATION TECHNOLOGY SERVICES DIRECTOR DATE

JOHN J. DREYZEHNER MD, MPH, FACOEM, COMMISSIONER DATE

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

| Chattanooga-Hamilton County Health Department - Immunization Services Roll-Up Budget (federal & state total) | | | | |
|--|--|-----------------------|----------------------------------|----------------------|
| APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2016, and ending December 31, 2016. | | | | |
| POLICY 03 Object Line-Item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| 1 | Salaries ² | \$178,900.00 | \$0.00 | \$178,900.00 |
| 2 | Benefits & Taxes | \$86,900.00 | \$0.00 | \$86,900.00 |
| 4, 15 | Professional Fee/ Grant & Award ² | \$0.00 | \$0.00 | \$0.00 |
| 5 | Supplies | \$7,100.00 | \$0.00 | \$7,100.00 |
| 6 | Telephone | \$1,400.00 | \$0.00 | \$1,400.00 |
| 7 | Postage & Shipping | \$1,800.00 | \$0.00 | \$1,800.00 |
| 8 | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| 9 | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| 10 | Printing & Publications | \$0.00 | \$0.00 | \$0.00 |
| 11, 12 | Travel/ Conferences & Meetings ² | \$2,500.00 | \$0.00 | \$2,500.00 |
| 13 | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| 14 | Insurance | \$0.00 | \$0.00 | \$0.00 |
| 16 | Specific Assistance To Individuals ² | \$0.00 | \$0.00 | \$0.00 |
| 17 | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| 18 | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| 20 | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| 22 | Indirect Cost | \$0.00 | \$0.00 | \$0.00 |
| 24 | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| 25 | GRAND TOTAL | \$278,600.00 | \$0.00 | \$278,600.00 |

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 2)

| Chattanooga-Hamilton County Health Department - Immunization Services - 317 Operations | | | | |
|---|---|---------------------|--------------------------|---------------------|
| APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2016, and ending December 31, 2016. | | | | |
| POLICY 03 Object Line-Item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| 1 | Salaries ² | \$102,600.00 | \$0.00 | \$102,600.00 |
| 2 | Benefits & Taxes | \$53,700.00 | \$0.00 | \$53,700.00 |
| 4, 15 | Professional Fee/ Grant & Award ² | \$0.00 | \$0.00 | \$0.00 |
| 5 | Supplies | \$7,100.00 | \$0.00 | \$7,100.00 |
| 6 | Telephone | \$1,400.00 | \$0.00 | \$1,400.00 |
| 7 | Postage & Shipping | \$1,800.00 | \$0.00 | \$1,800.00 |
| 8 | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| 9 | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| 10 | Printing & Publications | \$0.00 | \$0.00 | \$0.00 |
| 11, 12 | Travel/ Conferences & Meetings ² | \$2,500.00 | \$0.00 | \$2,500.00 |
| 13 | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| 14 | Insurance | \$0.00 | \$0.00 | \$0.00 |
| 16 | Specific Assistance To Individuals ² | \$0.00 | \$0.00 | \$0.00 |
| 17 | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| 18 | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| 20 | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| 22 | Indirect Cost | \$0.00 | \$0.00 | \$0.00 |
| 24 | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| 25 | GRAND TOTAL | \$169,100.00 | \$0.00 | \$169,100.00 |

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 3)

| SALARIES | AMOUNT |
|---|---------------------|
| Penny Wade, Public Health Nurse \$ 4,128.48 x 12 x 35.64% | \$17,656.68 |
| Veronica Helton, Patient Service Representative \$ 2,493.51 x 12 x 100.00% + \$ 1,200 Longevity | \$31,122.12 |
| Kenisha Martin, Public Health Representative \$ 3,402.16 x 12 x 100.00% + \$ 450 Longevity | \$41,275.92 |
| Sue Mason, Nurse Specialist \$ 4,464.85 x 12 x 23.25% + \$ 122 Longevity | \$12,578.93 |
| TOTAL ROUNDED | \$102,600.00 |

| TRAVEL / CONFERENCES & MEETINGS | AMOUNT |
|---|-------------------|
| Routine travel | \$1,200.00 |
| Annual VFC Training in Nashville in February - 3 participants | \$1,300.00 |
| TOTAL | \$2,500.00 |

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 4)

| Chattanooga-Hamilton County Health Department - Immunization Services - VFC AFIX | | | | |
|---|---|--------------------|--------------------------|--------------------|
| APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2016, and ending December 31, 2016. | | | | |
| POLICY 03 Object Line-Item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| 1 | Salaries ² | \$13,300.00 | \$0.00 | \$13,300.00 |
| 2 | Benefits & Taxes | \$8,300.00 | \$0.00 | \$8,300.00 |
| 4, 15 | Professional Fee/ Grant & Award ² | \$0.00 | \$0.00 | \$0.00 |
| 5 | Supplies | \$0.00 | \$0.00 | \$0.00 |
| 6 | Telephone | \$0.00 | \$0.00 | \$0.00 |
| 7 | Postage & Shipping | \$0.00 | \$0.00 | \$0.00 |
| 8 | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| 9 | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| 10 | Printing & Publications | \$0.00 | \$0.00 | \$0.00 |
| 11, 12 | Travel/ Conferences & Meetings ² | \$0.00 | \$0.00 | \$0.00 |
| 13 | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| 14 | Insurance | \$0.00 | \$0.00 | \$0.00 |
| 16 | Specific Assistance To Individuals ² | \$0.00 | \$0.00 | \$0.00 |
| 17 | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| 18 | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| 20 | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| 22 | Indirect Cost | \$0.00 | \$0.00 | \$0.00 |
| 24 | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| 25 | GRAND TOTAL | \$21,600.00 | \$0.00 | \$21,600.00 |

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 5)

| SALARIES | AMOUNT |
|--|--------------------|
| Penny Wade, Public Health Nurse \$ 4,128.48 x 12 x 26.87% | \$13,311.87 |
| TOTAL ROUNDED | \$13,300.00 |

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 6)

| Chattanooga-Hamilton County Health Department - Immunization Services - State Funded Activities | | | | |
|---|---|--------------------|--------------------------|--------------------|
| APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2016, and ending December 31, 2016. | | | | |
| POLICY 03 Object Line-Item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
| 1 | Salaries ² | \$63,000.00 | \$0.00 | \$63,000.00 |
| 2 | Benefits & Taxes | \$24,900.00 | \$0.00 | \$24,900.00 |
| 4, 15 | Professional Fee/ Grant & Award ² | \$0.00 | \$0.00 | \$0.00 |
| 5 | Supplies | \$0.00 | \$0.00 | \$0.00 |
| 6 | Telephone | \$0.00 | \$0.00 | \$0.00 |
| 7 | Postage & Shipping | \$0.00 | \$0.00 | \$0.00 |
| 8 | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| 9 | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| 10 | Printing & Publications | \$0.00 | \$0.00 | \$0.00 |
| 11, 12 | Travel/ Conferences & Meetings ² | \$0.00 | \$0.00 | \$0.00 |
| 13 | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| 14 | Insurance | \$0.00 | \$0.00 | \$0.00 |
| 16 | Specific Assistance To Individuals ² | \$0.00 | \$0.00 | \$0.00 |
| 17 | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| 18 | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| 20 | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| 22 | Indirect Cost | \$0.00 | \$0.00 | \$0.00 |
| 24 | In-Kind Expense | \$0.00 | \$0.00 | \$0.00 |
| 25 | GRAND TOTAL | \$87,900.00 | \$0.00 | \$87,900.00 |

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 7)

| SALARIES | | AMOUNT |
|--|--|--------------------|
| Michell Donahoe, Public Health Nurse Manager | \$ 4,394.82 x 12 x 89.00% | \$46,936.68 |
| Sue Mason, Nurse Specialist | \$ 4,464.85 x 12 x 29.75% + \$ 156 Longevity | \$16,095.51 |
| TOTAL ROUNDED | | \$63,000.00 |

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

| | | | | | |
|--|------------------------------------|--|---------------------------------------|---|----|
| NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE | | | | TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE) | |
| | | | | INVOICE NUMBER | |
| | | | | INVOICE DATE | |
| | | | | INVOICE PERIOD | |
| FEDERAL ID# | | | | FROM | TO |
| Edison Vendor # | | | | | |
| CONTRACTING STATE AGENCY: Tennessee Department of Health | | | | CONTRACT PERIOD | |
| | | | | FROM | TO |
| PROGRAM AREA | | | | | |
| EDISON CONTRACT NUMBER | | | | CONTACT PERSON/TELEPHONE NO. | |
| OCR CONTRACT NUMBER | | | | | |
| BUDGET LINE ITEMS | (A) TOTAL CONTRACT BUDGET | (B) AMOUNT BILLED YTD (MO./DAY/YR.) | (C) MONTHLY EXPENDITURES DUE | FOR CENTRAL OFFICE USE ONLY | |
| | | | | SPEEDCHART NUMBER: | |
| | | | USERCODE: | | |
| | | | PROJECT ID: | | |
| | | | AMOUNT: | | |
| Salaries | | | \$0.00 | | |
| Benefits | | | \$0.00 | SPEEDCHART NUMBER: | |
| Professional Fee/Grant & Award | | | \$0.00 | USERCODE: | |
| Supplies | | | \$0.00 | PROJECT ID: | |
| Telephone | | | \$0.00 | AMOUNT: | |
| Postage & Shipping | | | \$0.00 | | |
| Occupancy | | | \$0.00 | SPEEDCHART NUMBER: | |
| Equipment Rental & Maintenance | | | \$0.00 | USERCODE: | |
| Printing & Publications | | | \$0.00 | PROJECT ID: | |
| Travel/Conferences & Meetings | | | \$0.00 | AMOUNT: | |
| Interest | | | \$0.00 | | |
| Insurance | | | \$0.00 | SPEEDCHART NUMBER: | |
| Specific Assistance to Individuals | | | \$0.00 | USERCODE: | |
| Depreciation | | | \$0.00 | PROJECT ID: | |
| Other Non Personnel | | | \$0.00 | AMOUNT: | |
| Capital Purchase | | | \$0.00 | | |
| Indirect Cost | | | \$0.00 | | |
| TOTAL | | | \$0.00 | | |

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes
These services are for medical services
 non-medical services

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

RECOMMENDED FOR PAYMENT

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION FOR FISCAL USE ONLY

Title: _____
Date: _____

Title: _____
Date: _____

Title: _____
Date: _____

ATTACHMENT: 3

Immunization Expenditures Worksheet

Contract Name: Immunization Services - _____ County

Contract #: GG-16-

Month:

| Line Item | 317 Operations | VFC AFIX | State | Total Monthly Expenditures |
|------------------------------------|----------------|-------------|-------------|----------------------------|
| Salaries | | | | \$ - |
| Benefits | | | | \$ - |
| Professional Fee/Grant & Award | | | | \$ - |
| Supplies | | | | \$ - |
| Telephone | | | | \$ - |
| Postage & Shipping | | | | \$ - |
| Occupancy | | | | \$ - |
| Equipment Rental & Maintenance | | | | \$ - |
| Printing & Publications | | | | \$ - |
| Travel/Conferences & Meetings | | | | \$ - |
| Interest | | | | \$ - |
| Insurance | | | | \$ - |
| Specific Assistance to Individuals | | | | \$ - |
| Depreciation | | | | \$ - |
| Other Non Personnel | | | | \$ - |
| Capital Purchase | | | | \$ - |
| Indirect Cost | | | | \$ - |
| Subtotal | \$ - | \$ - | \$ - | \$ - |
| Revenue | | | | |
| Total | \$ - | \$ - | \$ - | \$ - |

| | | | |
|--------------------|-------|-------|-------|
| Speedchart Numbers | HL000 | HL000 | HL000 |
|--------------------|-------|-------|-------|

Multi-Budget Expenditures (Sample)

Contract Name: XYZ Health Department - XYZ Metro

Contract #: GG-16-43977

Month: March

| Line Item | HIV Prevetion | CAPUS | HOPWA | State | Total Monthly Expenditures |
|------------------------------------|---------------------|---------------------|---------------------|---------------------|----------------------------|
| Salaries | \$ 10,000.00 | \$ 8,000.00 | \$ 5,000.00 | \$ 7,000.00 | \$ 30,000.00 |
| Benefits | \$ 4,500.00 | \$ 3,600.00 | \$ 2,250.00 | \$ 3,150.00 | \$ 13,500.00 |
| Professional Fee/Grant & Award | | | | | \$ - |
| Supplies | \$ 100.00 | | | \$ 1,000.00 | \$ 1,100.00 |
| Telephone | | | | | \$ - |
| Postage & Shipping | | | \$ 100.00 | | \$ 100.00 |
| Occupancy | | | | | \$ - |
| Equipment Rental & Maintenance | | | | | \$ - |
| Printing & Publications | | | \$ 100.00 | | \$ 100.00 |
| Travel/Conferences & Meetings | \$ 150.00 | | | \$ 500.00 | \$ 650.00 |
| Interest | | | | | \$ - |
| Insurance | | | | | \$ - |
| Specific Assistance to Individuals | | | \$ 7,000.00 | | \$ 7,000.00 |
| Depreciation | | | | | \$ - |
| Other Non Personnel | | | | | \$ - |
| Captial Purchase | | | \$ 200.00 | | \$ 200.00 |
| Indirect Cost | | | | | \$ - |
| Subtotal | \$ 14,750.00 | \$ 11,600.00 | \$ 14,650.00 | \$ 11,650.00 | \$ 52,650.00 |
| Revenue | | | | | |
| Total | \$ 14,750.00 | \$ 11,600.00 | \$ 14,650.00 | \$ 11,650.00 | \$ 52,650.00 |

TDH Use Only

| | | | | |
|-------------------|----------|----------|----------|----------|
| Speedchart Number | Budget 1 | Budget 2 | Budget 3 | Budget 4 |
|-------------------|----------|----------|----------|----------|

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policyb.html>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health
Funding Information Summary

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?
YES _____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. _____

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____

Cost step down. _____

Other (describe) _____

Is your organization: _____ A private not-for-profit organization?
_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Program # _____
 Contract Number _____
 Grant Period _____
 Program Name _____
 Service Name _____

Schedule A

| Item # | EXPENSE BY OBJECT: | QUARTER TO DATE | YEAR TO DATE | QUARTER TO DATE | YEAR TO DATE |
|--------|---|-----------------|--------------|-----------------|--------------|
| 1 | Salaries and Wages | | | | |
| 2 | Employee Benefits & Payroll Taxes | | | | |
| 3 | Total Personnel Expenses (add lines 1 and 2) | | | | |
| 4 | Professional Fees | | | | |
| 5 | Supplies | | | | |
| 6 | Telephone | | | | |
| 7 | Postage and Shipping | | | | |
| 8 | Occupancy | | | | |
| 9 | Equipment Rental and Maintenance | | | | |
| 10 | Printing and Publications | | | | |
| 11 | Travel | | | | |
| 12 | Conferences and Meetings | | | | |
| 13 | Interest | | | | |
| 14 | Insurance | | | | |
| 15 | Grants and Awards | | | | |
| 16 | Specific Assistance to Individuals | | | | |
| 17 | Depreciation | | | | |
| 18 | Other Non-personnel Expenses (detail) | | | | |
| a | _____ | | | | |
| b | _____ | | | | |
| c | _____ | | | | |
| d | _____ | | | | |
| 19 | Total Non-personnel Expenses (add lines 4 - 18) | | | | |
| 20 | Reimbursable Capital Purchases | | | | |
| 21 | TOTAL DIRECT PROGRAM EXPENSES | | | | |
| 22 | Administrative Expenses | | | | |
| 23 | TOTAL DIRECT AND ADMINISTRATIVE EXPENSES | | | | |
| 24 | In-Kind Expenses | | | | |
| 25 | TOTAL EXPENSES | | | | |

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
Contract Number
Grant Period
Program Name
Service Name

Schedule B

| Item # | SOURCES OF REVENUE | QUARTER TO DATE | YEAR TO DATE | QUARTER TO DATE | YEAR TO DATE |
|--------|--|-----------------|--------------|-----------------|--------------|
| | Reimbursable Program Funds | | | | |
| 31 | Reimbursable Federal Program Funds | | | | |
| 32 | Reimbursable State Program Funds | | | | |
| 33 | Total Reimbursable Program Funds (equals line 55) | | | | |
| | Matching Revenue Funds | | | | |
| 34 | Other Federal Funds | | | | |
| 35 | Other State Funds | | | | |
| 36 | Other Government Funds | | | | |
| 37 | Cash Contributions (non-government) | | | | |
| 38 | In-Kind Contributions (equals line 24) | | | | |
| 39 | Program Income | | | | |
| 40 | Other Matching Revenue | | | | |
| 41 | Total Matching Revenue Funds (lines 34 - 40) | | | | |
| 42 | Other Program Funds | | | | |
| 43 | Total Revenue (lines 33, 41, & 42) | | | | |
| | Reconciliation Between Total and Reimbursable Expenses | | | | |
| 51 | Total Expenses (line 25) | | | | |
| 52 | Subtract Other Unallowable Expenses (contractual) | | | | |
| 53 | Subtract Excess Administration Expenses (contractual) | | | | |
| 54 | Subtract Matching Expenses (equals line 41) | | | | |
| 55 | Reimbursable Expenses (line 51 less lines 52,53,54) | | | | |
| 56 | Total Reimbursement To Date | | | | |
| 57 | Difference (line 55 less line 56) | | | | |
| 58 | Advances | | | | |
| 59 | This reimbursement (line 57 less line 58) | | | | |

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

| | | TOTAL DIRECT PROGRAM EXPENSES | TOTAL NONGRANT/ UNALLOWABLE EXPENSES | TOTAL ADMINISTRATIVE EXPENSES | GRAND TOTAL |
|-------------------------------------|--|-------------------------------|--------------------------------------|-------------------------------|--------------|
| Schedule A Year-To-Date Information | | YEAR TO DATE | YEAR TO DATE | YEAR TO DATE | YEAR TO DATE |
| Item # | EXPENSE BY OBJECT: | | | | |
| 1 | Salaries and Wages | | | | |
| 2 | Employee Benefits & Payroll Taxes | | | | |
| 3 | Total Personnel Expenses | | | | |
| 4 | Professional Fees | | | | |
| 5 | Supplies | | | | |
| 6 | Telephone | | | | |
| 7 | Postage and Shipping | | | | |
| 8 | Occupancy | | | | |
| 9 | Equipment Rental and Maintenance | | | | |
| 10 | Printing and Publications | | | | |
| 11 | Travel | | | | |
| 12 | Conferences and Meetings | | | | |
| 13 | Interest | | | | |
| 14 | Insurance | | | | |
| 15 | Grants and Awards | | | | |
| 16 | Specific Assistance to Individuals | | | | |
| 17 | Depreciation | | | | |
| 18 | Other Non-personnel Expenses (detail) | | | | |
| a | | | | | |
| b | | | | | |
| c | | | | | |
| d | | | | | |
| 19 | Total Non-personnel Expenses | | | | |
| 20 | Reimbursable Capital Purchases | | | | |
| 21 | TOTAL DIRECT PROGRAM EXPENSES | | | | |
| 22 | Administrative Expenses | | | | |
| 23 | TOTAL DIRECT AND ADMINISTRATIVE EXPENSES | | | | |
| 24 | In-Kind Expenses | | | | |
| 25 | TOTAL EXPENSES | | | | |

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Catherine D. Haralson, Program Director, Immunization Services

John D. Dreyzehner, MD, MPH, FCOEM, Commissioner, TN Department of Health; and

fa.audit@tn.gov, TN Department of Finance and Administration

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Chattanooga-Hamilton County Health Department a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Chattanooga-Hamilton County Health Department a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Required Immunization & VFC Grant Activities and Funding Categories

As outlined by CDC, TIP has developed the following table to assist grantee sub-recipients in preparing budgets and funding accountability reports that are in compliance with federal grant policies.

Description of the Table Elements

- **Required Immunization Grant Activities** – this column specifies categories of activities required by the Federal Immunization and Vaccines for Children Grant and authorized by TIP
- **Description of Allowable Expenses** – this column details specific elements associated with each activity and specifies what can be funded with federal dollars.
- **Immunization Grant Funding Categories** – There are two (2) funding categories under the Immunization/VFC grant. Each category provides funding for the specific grant-related activities and the expenses associated with those activities. The funding categories are listed from largest and least restrictive (317) to the smallest. An “X” in any one or more of the funding categories signifies that those funds may be used for expenses associated with the activity.

| Required Immunization Grant Activities | Description of Activities and Allowable Expenses | Immunization Grant Funding Categories | | |
|--|--|---------------------------------------|----------|--|
| | | 317 Ops | VFC/AFIX | |
| VFC Provider Site Visits | <p>Related activities – (refer to the Immunization Program Field Staff Manual) Any interaction with public and private VFC providers to ensure compliance with VFC program requirements including, but not limited to the following</p> <ul style="list-style-type: none"> • Conducting VFC compliance &/or AFIX site visits, all VFC &/or site visit follow-up/provider contacts, VFC provider education/training, VFC enrollment/re-enrollment and/or relocation site visits, promotion of seasonal flu vaccination to VFC-enrolled providers, vaccine transport to/from VFC providers <p>Allowable expenses</p> <ul style="list-style-type: none"> • Salaries/wages including fringe/ benefits of those employees specified in the IMM/VFC grant performing these activities • Mileage reimbursement related to the performance of these activities <p>Note: only field staff who have been trained by central office staff are permitted to conduct these activities</p> | X | X | |
| Routine Surveys Mandated by CDC Immunization Grant &/or TIP | <p>Related activities (Refer to Immunization Program Field Staff Manual)</p> <ul style="list-style-type: none"> • Pre-school, Day Care and Head Start Center audits, 24 month old surveys, School self-assessment validation surveys for all public and private Kindergarten classes, and any other surveys/audits mandated by CDC and required by the Immunization Grant <p>Allowable expenses</p> <ul style="list-style-type: none"> • Salaries/wages including fringe/benefits of those employees specified in the Imm/VFC grant performing these activities • Mileage reimbursement related to the performance of these activities | X | | |

| Required Immunization Grant Activities | Description of Activities and Allowable Expenses | Immunization Grant Funding Categories | | |
|---|---|---------------------------------------|----------|--|
| | | 317 Ops | VFC/AFIX | |
| Vaccine Preventable Disease (VPD) Surveillance and Investigation | <p>Related activities</p> <ul style="list-style-type: none"> • <i>Specific immunization services related to outbreak prevention to control the spread of disease e.g.</i> arranging immunization clinics &/or medical appointments as necessary to control the spread of disease. <p>Allowable expenses</p> <ul style="list-style-type: none"> • Salaries/wages including fringe/benefits of those employees specified in the immunization grant performing these activities • Mileage reimbursement related to the performance of these activities | X | | |
| Staff Training/Educational Activities | <p>Approved Activities</p> <ul style="list-style-type: none"> • National Immunization Conference (every other year), TIP Annual Field Staff Training, new field staff training (VFC-AFIX & PHBP program staff) at central office, TIP Annual Spring Review, Perinatal Hep B Prevention Conference, Immunization Information System (IIS) training (systems currently referred to as TWIS and VIM). <p>Allowable expenses</p> <ul style="list-style-type: none"> • Conference registration • Travel expenses associated with approved activities (see "Travel" below) | X | X | |
| Pandemic Flu Activities | <p>Related Activities</p> <ul style="list-style-type: none"> • Activities used to increase seasonal influenza vaccination; specifically VFC-provider out-reach and education regarding ACIP recommendations for seasonal flu vaccination. *Note: Immunization field staff are required to promote seasonal flu vaccination during site visits. As such, you can charge a percentage of the time spent conducting site visits to Pan Flu. <p>Allowable expenses</p> <ul style="list-style-type: none"> • Salaries/wages including fringe/ benefits of those employees specified in the IMM/VFC grant performing these activities (see also "VFC Provider Site Visits" above) • Mileage reimbursement related to the performance of these activities • Note: only field staff who have been trained by central office staff are permitted to conduct these activities | X | | |

| Required Immunization Grant Activities | Description of Activities and Allowable Expenses | Immunization Grant Funding Categories | | |
|--|---|---------------------------------------|----------|--|
| | | 317 Ops | VFC/AFIX | |
| Perinatal Hepatitis B Prevention Program (PHBP) | <p>Related Activities (refer to the PHBP manual)</p> <ul style="list-style-type: none"> The identification and education of HBsAg-positive pregnant women and her contacts, comprehensive case management of infants and contacts, education of prenatal care providers and key birthing hospital personnel, medical record review and hospital policy surveys <p>Allowable expenses</p> <ul style="list-style-type: none"> Salaries/wages including fringe/ benefits for designated PHBP Coordinator Serology for infant and identified contacts. Mileage reimbursement related to the performance of these activities | X | | |
| Travel for Grant-related Activities | <p>Approved Activities</p> <ul style="list-style-type: none"> State/local/regional conferences/training (e.g. annual VFC field staff training, annual Immunization-VFC Spring Review, PHBP Coordinator training, new field staff training at central office) Local meetings/conferences excluding meals <p>Allowable expenses</p> <ul style="list-style-type: none"> In-state travel costs (e.g. mileage, hotel, per diem) Out of state travel costs (restricted to NIC, CDC-sponsored PHBP conference) | X | | |
| General Supplies/Equipment | <p>Allowable</p> <ul style="list-style-type: none"> Printers Temperature monitors/thermometers/data loggers General office supplies (pens, paper, etc.) Vaccine administration supplies for emergency vaccination clinics Vaccine storage equipment for VFC vaccine Personal computers & laptops Copy machines | X | | |

Non-Allowable Expenses - The following expenses cannot be paid for with Immunization-VFC Grant funds

- Honoraria
- Advertising costs (convention displays, exhibits, meetings, memorabilia, gifts, souvenirs)
- Building purchases, construction, capital improvements
- Fundraising
- Research
- Supplies for routine clinical care (i.e., those immunization services NOT related to outbreak or surveillance activities)**
- Salaries/wages etc for staff providing routine clinical services**



Hamilton County Board of Commissioners RESOLUTION

No. 316-13

A RESOLUTION ACCEPTING THE BIDS OF CONTECH ENGINEERED SOLUTIONS, LLC, AND SHERMAN DIXIE CONCRETE INDUSTRIES, INC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2016, THROUGH SEPTEMBER 6, 2016, FOR CONCRETE AND METAL CULVERT FOR THE HIGHWAY DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six months contract pricing for concrete and metal culvert for the Highway Department; and,

WHEREAS, the bids from Contech Engineered Solutions, LLC, and Sherman Dixie Concrete Industries, Inc. were considered to be the lowest and best bids received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bids of Contech Engineered Solutions, LLC, and Sherman Dixie Concrete Industries, Inc. for six (6) months contract pricing, beginning March 7, 2016, through September 6, 2016, for concrete and metal culvert for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date

PIPE CULVERTS AND STORM SEWERS

Hamilton County, Tennessee is soliciting bids for six (6) months contract pricing for Concrete and Metal Culvert for the Hamilton County Highway Department and various other departments having a need for concrete or metal culvert. This contract pricing will begin on March 7, 2016 through September 6, 2016.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:15 a.m. (ET) on February 8, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with following statement "Bid# 0116-094: Concrete & Metal Culvert". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/MAILING INSTRUCTIONS

NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.

| <u>DELIVERY ADDRESS</u> |
|---|
| Gail B. Roppo |
| Director of Purchasing |
| Bid # 0116-094: Concrete & Metal Culvert from <i>{insert your company name here}</i> |
| Hamilton County Purchasing Department |
| 455 N. Highland Park Avenue |
| Chattanooga, TN 37404 |

DESCRIPTION: SIX MONTHS CONTRACT PRICING

These bids shall be unit prices per linear foot for pipe culverts and storm sewers. Materials shall meet the specifications listed below. Vendor must show proof of minimum insurance requirements for delivered materials.

All materials must meet or exceed the following sections of the Tennessee Department of Transportation, "Standard Specifications for Road and Bridge Construction".

Concrete Pipe, Reinforced
Corrugated Metal Pipe Culverts
and Pipe Arches

Subsection 914.2
Subsection 915.2

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury

2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos

3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

Contact Information

Questions concerning product specifications should be directed to Mr. Ben Wilson, Highway Department, (423)855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing

Bid# 0116-094 Concrete & Metal Culvert
Hamilton County, Tennessee

Department, (423)209-6350.

Supplier's Name and Address: _____

By: _____

Email Address: _____

Materials will be picked up at: _____

Pricing Sheet:

Company Name: _____

Corrugated Steel Pipe - Arch:

| <u>Pipe Size</u> | <u>Span & Rise</u> | <u>Gauge</u> | <u>Unit Price</u> |
|------------------|------------------------|--------------|-------------------|
| 15" | 17"X13" | 16 | \$ _____ |
| 18" | 21"X15" | 16 | \$ _____ |
| 21" | 24"X18" | 16 | \$ _____ |
| 24" | 28"X20" | 14 | \$ _____ |
| 30" | 35"X24" | 14 | \$ _____ |
| 36" | 42"X29" | 12 | \$ _____ |
| 42" | 49"X33" | 12 | \$ _____ |
| 48" | 57"X38" | 12 | \$ _____ |
| 54" (5"X1") | 60"X46" | 14 | \$ _____ |
| 60" (5"X1") | 66"X51" | 14 | \$ _____ |
| 72" (5"X1") | 81"X59" | 14 | \$ _____ |

Corrugated Steel Pipe:

| <u>Diameter</u> | <u>Gauge</u> | <u>Unit Price</u> |
|-----------------|--------------|-------------------|
| 12" | 16 | \$ _____ |
| 15" | 16 | \$ _____ |
| 18" | 16 | \$ _____ |
| 21" | 16 | \$ _____ |
| 24" | 16 | \$ _____ |
| 30" | 16 | \$ _____ |
| 36" | 16 | \$ _____ |
| 42" | 14 | \$ _____ |
| 48" | 14 | \$ _____ |
| 54" (5X1) | 14 | \$ _____ |
| 60" (5X1) | 14 | \$ _____ |
| 72" (5X1) | 14 | \$ _____ |

Reinforced Concrete Pipe -Class III - 8' lengths

| <u>Diameter</u> | <u>Unit Price</u> |
|-----------------|-------------------|
| 12" ----- | \$ _____ |
| 15" ----- | \$ _____ |
| 18" ----- | \$ _____ |

Bid# 0116-094 Concrete & Metal Culvert
Hamilton County, Tennessee

| | |
|-----------|----------|
| 21" ----- | \$ _____ |
| 24" ----- | \$ _____ |
| 30" ----- | \$ _____ |
| 36" ----- | \$ _____ |
| 42" ----- | \$ _____ |
| 48" ----- | \$ _____ |
| 54" ----- | \$ _____ |
| 60" ----- | \$ _____ |

Reinforced Elliptical Concrete Pipe - Class III - 8' lengths

| <u>Round</u> | <u>Size</u> | <u>Unit Price</u> |
|--------------|-------------|-------------------|
| (18") | 23"X14" | \$ _____ |
| (24") | 30"X19" | \$ _____ |
| (30") | 38"X24" | \$ _____ |
| (36") | 45"X29" | \$ _____ |
| (42") | 53"X34" | \$ _____ |
| (48") | 60"X38" | \$ _____ |
| (54") | 68"X43" | \$ _____ |
| (60") | 76"X48" | \$ _____ |

PRECAST CONCRETE BOX CULVERT:

| <u>SIZE</u> <u>W / D</u> | <u>TOP</u> <u>SLAB</u> | <u>BOTTOM</u> <u>WALLS</u> | <u>WT./FT.</u> | <u>WT./6' SECT.</u> | <u>UNIT PRICE</u> |
|-----------------------------|---------------------------|-------------------------------|----------------|---------------------|-------------------|
| 6' X 3' | 8" | 7" | 2,170 | 13,020 | \$ _____ |
| 6' X 4' | 8" | 7" | 2,345 | 14,070 | \$ _____ |
| 6' X 5' | 8" | 7" | 2,520 | 15,120 | \$ _____ |
| 6' X 6' | 8" | 7" | 2,695 | 16,170 | \$ _____ |
| 8' X 4' | 8" | 8" | 2,960 | 17,760 | \$ _____ |
| 8' X 5' | 8" | 8" | 3,160 | 18,960 | \$ _____ |
| 8' X 6' | 8" | 8" | 3,360 | 20,160 | \$ _____ |
| 8' X 7' | 8" | 8" | 3,560 | 21,360 | \$ _____ |
| 8' X 8' | 8" | 8" | 3,760 | 22,560 | \$ _____ |
| 10' X 4' | 10" | 10" | 4,215 | 25,290 | \$ _____ |
| 10' X 5' | 10" | 10" | 4,465 | 26,790 | \$ _____ |
| 10' X 6' | 10" | 10" | 4,715 | 28,290 | \$ _____ |
| 10' X 7' | 10" | 10" | 4,965 | 29,790 | \$ _____ |
| 10' X 8' | 10" | 10" | 5,215 | 31,290 | \$ _____ |
| 10' X 9' | 10" | 10" | 5,465 | 32,790 | \$ _____ |
| 10' X 10' | 10" | 10" | 5,715 | 34,290 | \$ _____ |
| 12' X 4' | 12" | 12" | 5,700 | 34,200 | \$ _____ |
| 12' X 6' | 12" | 12" | 6,300 | 37,800 | \$ _____ |
| 12' X 8' | 12" | 12" | 6,900 | 41,400 | \$ _____ |
| 12' X 10' | 12" | 12" | 7,500 | 45,000 | \$ _____ |
| 12' X 12' | 12" | 12" | 8,100 | 48,600 | \$ _____ |

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.



Hamilton County, Tennessee On-Line Bid Administration System

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Logged in as: lindac@mail.hamiltontn.gov
Role: Client

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Solicitation - Log

1/28/2016 9:03 AM Eastern

Solicitation Title: Concrete & Metal Culvert
 Number: 0116-094
 Bids Due: 2/08/2016 10:15:00 AM Eastern
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

| Message Summary | | Message Detail | | Document Detail | | | |
|------------------------|------------------|----------------|---|--|--|---------------|-----------------|
| Message Summary | | export | print | Records Per Page <input type="text" value="10"/> | | | |
| <u>Send Date</u> | <u>Time Zone</u> | <u>Sent By</u> | <u>Message Subject</u> | <u>Template Name</u> | <u>Message Comment</u> | <u># Sent</u> | <u># Failed</u> |
| 1/28/2016 9:03:37AM | Eastern | Linda Chumbler | 0116-094 - Concrete & Metal Culvert | Invitation | Please click on the above solicitation number to access bid documents. | 65 | 0 |

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Please run the attached ad on January 28, 2016 in the legal notices.

LEGAL NOTICE

Bids for the following items will be opened on February 8, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, in Chattanooga, TN.

- 10:00 A.M. Six (6) months contract pricing for Bagged Portland Cement
- 10:15 A.M. Six (6) months contract pricing for Concrete & Metal Culvert
- 10:30 A.M. Six (6) months contract pricing for Ready Mix Concrete
- 10:45 A.M. Six (6) months contract pricing for Crushed Stone & Sand
- 11:00 A.M. Six (6) months contract pricing for Asphalt Road Materials

Specifications are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

Hamilton County,
Gail B. Roppo
Director of Purchasing

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Hamilton County,
Gail B. Roppo
Director of Purchasing

Concrete & Metal Culvert
February 8, 2016

Highway Department
10:15 A.M.

| | | |
|--|----------------|------------------|
| Vendors: | Contech | Sherman Dixie |
| | Engineered | Concrete |
| | Solutions, LLC | Industries, Inc. |
| | | (HC) |
| | | |
| Corrugated Steel Pipe | | |
| 15' Arch 17"x13" 16 gauge | \$10.57 | N/B |
| 18" Arch 21"x15" 16 gauge | \$13.18 | N/B |
| 21" Arch 24"x18" 16 gauge | \$14.98 | N/B |
| 24" Arch 28"x20" 14 gauge | \$21.14 | N/B |
| 30" Arch 35"x24" 14 gauge | \$26.42 | N/B |
| 36" Arch 42"x29" 12 gauge | \$43.38 | N/B |
| 42" Arch 49"x33" 12 gauge | \$51.41 | N/B |
| 48" Arch 57"x38" 12 gauge | \$58.65 | N/B |
| 54" (5"x1") 60"x46" 14 gauge | \$64.25 | N/B |
| 60" (5"x1") 66"x51" 14 gauge | \$65.94 | N/B |
| 72" (5"x1") 81"x59" 14 gauge | \$79.73 | N/B |
| 12" 16 gauge | \$7.99 | N/B |
| 15" 16 gauge | \$9.61 | N/B |
| 18" 16 gauge | \$11.99 | N/B |
| 21" 16 gauge | \$13.62 | N/B |
| 24" 16 gauge | \$15.22 | N/B |
| 30" 16 gauge | \$19.22 | N/B |
| 36" 16 gauge | \$23.21 | N/B |
| 42" 14 gauge | \$33.61 | N/B |
| 48" 14 gauge | \$41.96 | N/B |
| 54" (5x1) 14 gauge | \$55.12 | N/B |
| 60" (5x1) 14 gauge | \$60.50 | N/B |
| 72" (5x1) 14 gauge | \$73.14 | N/B |
| Reinforced Concrete Pipe 8' Lengths | | per foot |
| 12" | N/B | \$9.45 |
| 15" | N/B | \$11.34 |
| 18" | N/B | \$14.58 |
| 21" | N/B | N/B |
| 24" | N/B | \$22.28 |
| 30" | N/B | \$34.02 |
| 36" | N/B | \$44.55 |
| 42" | N/B | \$56.70 |
| 48" | N/B | \$81.89 |
| 54" | N/B | \$97.85 |
| 60" | N/B | \$119.31 |
| Reinforced Elliptical Concrete Pipe | | per foot |
| 18" round 23"x14" | N/B | \$21.56 |
| 24" round 30"x19" | N/B | \$33.88 |
| 30" round 38"x24" | N/B | \$39.60 |
| 36" round 45"x29" | N/B | \$55.00 |
| 42" round 53"x34" | N/B | \$71.72 |
| 48" round 60"x38" | N/B | \$88.00 |
| 54" round 68"x43" | N/B | N/B |
| 60" round 76"x48" | N/B | \$129.80 |
| Precast Concrete Box Culvert | | per foot |
| 6'x3' | N/B | \$249.50 |
| 6'x4' | N/B | \$225.50 |

| | | |
|-----------|-----------|--|
| 6'x5' | N/B | \$242.90 |
| 6'x6' | N/B | \$260.40 |
| 8'x4' | N/B | \$296.00 |
| 8'x5' | N/B | \$316.00 |
| 8'x6' | N/B | \$336.00 |
| 8'x7' | N/B | \$356.00 |
| 8'x8' | N/B | \$376.00 |
| 10'x4' | N/B | \$421.50 |
| 10'x5' | N/B | \$446.50 |
| 10'x6' | N/B | \$471.00 |
| 10'x7' | N/B | \$496.50 |
| 10'x8' | N/B | \$521.50 |
| 10'x9' | N/B | \$546.50 |
| 10'x10' | N/B | \$571.50 |
| 12'X4' | N/B | \$570.00 |
| 12'x6' | N/B | \$630.00 |
| 12'x8' | N/B | \$690.00 |
| 12'x10' | N/B | \$825.40 |
| 12'x12' | N/B | \$891.00 |
| | | |
| Delivery: | 1 week | 2-3 bus. days ARO & 3-6 weeks for Box Culverts |
| Terms: | 1/2-10-30 | Net 30 |

\$270.00 per delivery

Delivery charges of \$125.00/ld on pipe & box culvert

Bands priced as 1' of pipe

| | |
|----------------------|-----------|
| Request For Bids: | |
| Newspaper Ad: | 1/28/2016 |
| Vendor Notification: | 65 |
| Vendor Response: | 2 |
| Budgeted: | Operating |



Hamilton County Board of Commissioners

RESOLUTION

No. 316-14

A RESOLUTION ACCEPTING THE BID OF TNT CONCRETE, LLC FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2016 THROUGH SEPTEMBER 6, 2016, FOR READY MIX CONCRETE FOR THE HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six months contract pricing for ready mix concrete for the Highway Department; and,

WHEREAS, the bid from TNT Concrete, LLC was the only bid received, but said bid is deemed reasonable; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bid of TNT Concrete, LLC for six (6) months contract pricing, beginning March 7, 2016, through September 6, 2016, for ready mix concrete for the Highway Department is hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Ready Mix Concrete and Concrete Grout to be ordered as needed by Hamilton County, Tennessee. This contract pricing will begin on March 7, 2016 through September 6, 2016.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on February 8, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0116-095: Ready Mix Concrete". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.

| <u>DELIVERY ADDRESS</u> |
|---|
| Gail B. Roppo |
| Director of Purchasing |
| Bid # 0116-095: Ready Mix Concrete from {insert your company name here} |
| Hamilton County Purchasing Department |
| 455 N. Highland Park Avenue |
| Chattanooga, TN 37404 |

Contacts:

Questions concerning product specifications should be directed to Mr. Ben Wilson, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353 or lindac@hamiltontn.gov.

DESCRIPTION:

Six (6) months contract pricing on Class "A" Concrete and Concrete Grout. These bids shall be unit prices per cubic yard of the following materials. Vendor must show proof of minimum insurance requirements for delivered materials.

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury

2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos

3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

Pricing Sheet for Ready Mix Concrete:

| | |
|----------------------------|------------------|
| 3000 PSI | \$ _____ cu. yd. |
| 3000 lb. PSI w/Fiber | \$ _____ cu. yd. |
| 4000 lb. PSI | \$ _____ cu. yd. |
| 4000 lb. PSI w/Fiber | \$ _____ cu. yd. |
| Concrete Grout | \$ _____ cu. yd. |
| Peagravel & River Sand Mix | \$ _____ cu. yd. |
| Flowable Fill | \$ _____ cu. yd. |

Company Name: _____

By: _____

Email Address: _____

Phone: _____ Fax: _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
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17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

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If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

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23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
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Solicitation - Log

1/28/2016 9:10 AM Eastern

Solicitation Title: Ready Mix Concrete
 Number: 0116-095
 Bids Due: 2/08/2016 10:30:00 AM Eastern
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

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| 1/28/2016 9:10:33AM | Eastern | Linda Chumbler | 0116-095 - Ready Mix Concrete | Invitation | Please click on the above solicitation number to access bid documents. | 141 | 2 |

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Please run the attached ad on January 28, 2016 in the legal notices.

LEGAL NOTICE

Bids for the following items will be opened on February 8, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, in Chattanooga, TN.

- 10:00 A.M. Six (6) months contract pricing for Bagged Portland Cement
- 10:15 A.M. Six (6) months contract pricing for Concrete & Metal Culvert
- 10:30 A.M. Six (6) months contract pricing for Ready Mix Concrete
- 10:45 A.M. Six (6) months contract pricing for Crushed Stone & Sand
- 11:00 A.M. Six (6) months contract pricing for Asphalt Road Materials

Specifications are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

Hamilton County,
Gail B. Roppo
Director of Purchasing



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Hamilton County,
Gail B. Roppo
Director of Purchasing

Ready Mix Concrete
February 8, 2016

Highway Department
10:30 A.M.

| | |
|----------------------------|--------------|
| Vendors: | TNT Concrete |
| | LLC. |
| | |
| | |
| Ready Mix Concrete: | |
| 3000 PSI | \$115.00 |
| 3000 lb. PSI w/fiber | \$127.00 |
| 4000 PSI | \$120.00 |
| 4000 lb. PSI w/fiber | \$132.00 |
| Concrete Grout | \$130.00 |
| Peagravel & River Sand Mix | \$145.00 |
| Flowable Fill | \$88.00 |
| | |
| Delivery: | upon request |
| Terms: | Net 30 |

5 yds or less
\$70.00 del. fee

| | |
|----------------------|-----------|
| Request For Bids: | |
| Newspaper Ad: | 1/28/2016 |
| Vendor Notification: | 141 |
| Vendor Response: | 1 |
| Budgeted: | Operating |



Hamilton County Board of Commissioners

RESOLUTION

No. 316-15

A RESOLUTION ACCEPTING THE BIDS OF MARTIN MARIETTA MATERIALS, VULCAN MATERIALS COMPANY, AND DUNLAP STONE, INC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2016, THROUGH SEPTEMBER 6, 2016, FOR CRUSHED STONE AND SAND FOR THE HIGHWAY DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six months contract pricing for crushed stone and sand for the Highway Department; and,

WHEREAS, the bids from Martin Marietta Materials, Vulcan Materials Company, and Dunlap Stone, Inc. were considered to be the lowest and best bids received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bids of Martin Marietta Materials, Vulcan Materials Company, Dunlap Stone, Inc. for six (6) months contract pricing, beginning March 7, 2016, through September 6, 2016, for crushed stone and sand for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for a six (6) months contract price for Crushed Stone & Sand to be picked up by Hamilton County on an as needed basis. This contract pricing will begin on March 7, 2016 through September 6, 2016.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:45 a.m. (ET) on February 8, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0116-096: Crushed Stone & Sand". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/MAILING INSTRUCTIONS

NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.

| <u>DELIVERY ADDRESS</u> |
|--|
| Gail B. Roppo |
| Director of Purchasing |
| Bid # 0116-096: Crushed Stone & Sand from <i>{insert your company name here}</i> |
| Hamilton County Purchasing Department |
| 455 N. Highland Park Avenue |
| Chattanooga, TN 37404 |

Contacts:

Questions concerning product specifications should be directed to Mr. Ben Wilson, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353 or lindac@hamiltontn.gov.

**ALL MATERIALS SHALL MEET THE STATE OF TENNESSEE DOT
SPECIFICATIONS.**

ROAD MATERIALS PRICING SHEET:

ALL MATERIALS SHALL MEET THE STATE OF TENNESSEE DOT
SPECIFICATIONS.

Crushed Stone \$ _____

Manufactured Sand \$ _____

River Sand \$ _____

Natural Sand \$ _____

Crusher Run/Pug \$ _____

#4's, 57's, 7's \$ _____

PARK MATERIALS:

White Beach Sand \$ _____

Pea Gravel \$ _____

Rip-rap \$ _____

Company Name: _____

By: _____

Email Address: _____

Phone: _____ Fax: _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing NO misrepresentations. The information is NOT tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
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Solicitation - Log

1/28/2016 9:15 AM Eastern

Solicitation Title: Crushed Stone & Sand
 Number: 0116-096
 Bids Due: 2/08/2016 10:45:00 AM Eastern
 Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

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| <u>Send Date</u> | <u>Time Zone</u> | <u>Sent By</u> | <u>Message Subject</u> | <u>Template Name</u> | <u>Message Comment</u> | <u># Sent</u> | <u># Failed</u> |
| 1/28/2016 9:15:08AM | Eastern | Linda Chumbler | 0116-096 - Crushed Stone & Sand | Invitation | Please click on the above solicitation number to access bid documents. | 87 | 1 |

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- 10:45 A.M. Six (6) months contract pricing for Crushed Stone & Sand
- 11:00 A.M. Six (6) months contract pricing for Asphalt Road Materials

Specifications are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

Hamilton County,
Gail B. Roppo
Director of Purchasing



Crushed Stone & Sand
February 8, 2016

Highway Dept.
10:45 A.M.

| Vendors: | Martin Marietta Materials (HC) | Vulcan Materials Company (HC) | Dunlap Stone, Inc. |
|------------------------|---|--|-----------------------|
| Road Materials: | | | |
| Crushed Stone | \$19.85 | \$21.50 | \$12.00 |
| Manufactured Sand | \$23.60 | \$25.50 | N/B |
| River Sand | N/B | N/B | N/B |
| Natural Sand | N/B | N/B | \$12.00 |
| Crusher Run/Pug | \$18.10 | \$21.00 | \$12.00 |
| #4's, 57's, 7's | \$19.85 | \$21.50 | \$12.00 |

| Park Materials: | | | |
|------------------------|---------|----------|---------|
| White Beach Sand | N/B | N/B | \$14.00 |
| Pea Gravel | N/B | N/B | N/B |
| Rip-Rap | \$21.35 | \$24.00 | \$14.00 |
| | | | |
| | | | |
| Terms: | Net 30 | Net 15th | 30 days |

| | |
|-----------------------|-----------|
| Request For Bids: | |
| Newspaper Ad: | 1/28/2016 |
| Vendor Notifications: | 87 |
| Vendor Response: | 3 |
| Budgeted: | Operating |



Hamilton County Board of Commissioners RESOLUTION

No. 316-16

A RESOLUTION ACCEPTING THE BIDS OF TALLEY CONSTRUCTION COMPANY, INC. dba SOUTHEASTERN MATERIALS, INC., HUDSON MATERIALS COMPANY, BLACKLIDGE EMULSIONS, INC., DUNLAP STONE, INC. AND HIWASSEE PAVING, LLC. FOR SIX (6) MONTHS CONTRACT PRICING, BEGINNING MARCH 7, 2016, THROUGH SEPTEMBER 6, 2016, FOR ASPHALT ROAD MATERIALS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for six (6) months contract pricing for asphalt road materials for the Highway Department; and,

WHEREAS, the bids of Talley Construction Company, Inc. dba Southeastern Materials, Inc., Hudson Materials Company, Blacklidge Emulsions Inc., Dunlap Stone, Inc. and Hiwassee Paving, LLC were considered to be the lowest and best bids received; and,

WHEREAS, there are sufficient previously budgeted funds available (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY, IN SESSION ASSEMBLED:

That the bids of Talley Construction Company, Inc. dba Southeastern Materials, Inc., Hudson Materials Company, Blacklidge Emulsions, Inc., Dunlap Stone, Inc. and Hiwassee Paving, LLC for six months contract pricing, beginning March 7, 2016, through September 6, 2016, for asphalt road materials for the Highway Department are hereby accepted, said bids being the lowest and best bids received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

March 2, 2016

Date

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for six (6) months contract pricing for Asphalt Road Materials to be picked up by Hamilton County on an as needed basis. This contract pricing will start on March 7, 2016 through September 6, 2016.

Bid Submission Requirements

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 11:00 a.m. (ET) on February 8, 2016 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0116-097: Asphalt Road Materials". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVERY/ MAILING INSTRUCTIONS

NOTE: Please note that receipt of the bid by the County mail system does not constitute receipt of a bid by the Purchasing Department. All proposals/bids must be received in the Purchasing Department by the specified deadline.

| <u>DELIVERY ADDRESS</u> |
|---|
| Gail B. Roppo |
| Director of Purchasing |
| Bid # 0116-097: Asphalt Road Materials from {insert your company name here} |
| Hamilton County Purchasing Department |
| 455 N. Highland Park Avenue |
| Chattanooga, TN 37404 |

Liquid asphalt should be quoted FOB and delivered. Vendor must show proof of Minimum Insurance Requirements for delivered materials. (See insurance requirements)

Minimum Limits of Insurance

1. *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider shall indicate in its bid whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:

- a) Premise/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury
2. *Business Automobile Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.
- a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
3. *Workers' Compensation and Employer's Liability Insurance* – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employer's Liability Coverage for \$1,000,000.

In addition, **Hamilton County shall be listed as an additional insured** on the above required liability insurance policies. A signed certificate of insurance shall evidence all policies and coverage shall not be cancelled without a minimum of **thirty (30) days** cancellation notice to the Hamilton County Risk Management Office. All coverage shall be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County's Risk Manager.

Contacts:

Questions concerning product specifications should be directed to Mr. Ben Wilson, Highway Department, at (423) 855-6100.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at (423) 209-6353.

These items shall meet the Tennessee Department of Transportation Specifications.

NOTE: Price adjustments may be made in regards to TDOT Special Provision 109-B "Regarding Price Adjustment for Bituminous Material," based on the "Monthly Bituminous Material Index." (Basic Bituminous Material Index for this contract is \$428.40 per ton.)

PRICING SHEET FOR ASPHALT ROAD MATERIALS

| | <u>Picked up by HC</u> | |
|------------------------------------|------------------------|------------------|
| Hot Mix 307 grading "B"(Modified) | \$ _____ | |
| Hot Mix 307 grading "C" | \$ _____ | |
| Hot Mix 307 C S | \$ _____ | |
| Hot Mix 307 Grading C-W (Surface) | \$ _____ | |
| Hot Mix 411 grading "D" | \$ _____ | |
| Hot Mix 411 grading "E" (Shoulder) | \$ _____ | |
| Hot Mix 411 grading "E" (Surface) | \$ _____ | |
| Hot Mix Curb Mix | \$ _____ | |
| Hot Mix 411 T L | \$ _____ | |
| Cold Mix | \$ _____ | |
| High Performance Cold Patch | \$ _____ | |
| | | <u>Delivered</u> |
| AE-P | \$ _____ | \$ _____ |
| CRS-2 | \$ _____ | \$ _____ |
| SS-1 | \$ _____ | \$ _____ |
| CQS | \$ _____ | \$ _____ |
| CQS-1H | \$ _____ | \$ _____ |

Company Name: _____

By: _____

Email Address: _____

Phone: _____ Fax: _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion or fraud. I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected. I certify and acknowledge that I have reviewed and approved the release of this proposal for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal documents as well as execute the actual Contract documents, if selected.

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. **ACCEPTANCE:** All terms and conditions in this invitation are deemed to be accepted by the bidder and incorporated in the bid, except the provision(s) which are expressly excluded by the bid specifications.
2. **ADDITIONAL INFORMATION:** Bidders are cautioned that any statement made by any individual or employee of Hamilton County that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS:** No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on Hamilton County without the prior written approval of the County.
4. **ALTERNATE BIDS:** Alternate bids (defined as bids that do not comply with the bid terms, conditions, and specifications) are not acceptable and will be rejected unless authorized by the invitation to bid. Vendors may submit more than one bid providing that all such bids comply with bid terms, conditions and specifications.
5. **ASSIGNMENT:** Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of Hamilton County.
6. **AUTHORIZATION TO BIND:** All bids shall be signed by an authorized officer or employee of the bidder.
7. **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of Hamilton County. Hamilton County reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
8. **BID AMENDMENT:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
9. **BID COPIES:** Hamilton County requires that bids be submitted in duplicate, unless otherwise stated in the bid package.
10. **BID DELIVERY:** Hamilton County requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Purchasing Department shall be the official record of the time. The County is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
11. **BID FORMS:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

12. **BID PREPARATION:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with Hamilton County, if any.
13. **BID PRICING:** Any bid, and its associated pricing, shall remain valid for at least three (3) months after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern. Prices will be considered as net, if no cash discount is shown.
14. **BID SUBMISSION AND TRANSMISSION:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of Hamilton County.

Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

15. **BRAND NAMES:** Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
16. **CODE OF ETHICS:** Hamilton County, through its Purchasing Rules, has adopted the National Institute of Government Purchasing (NIGP) as well as the Hamilton County Government Code of Ethics. All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
17. **COMPLIANCE WITH ALL LAWS:** Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
18. **DECLARATIVE STATEMENT:** Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
19. **DEFAULT:** In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Director.
20. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County. *Note: Time of delivery may be a consideration in the award.*

21. **DISADVANTAGED BUSINESS PROGRAM:** Hamilton County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Hamilton County is committed to ensuring full and equitable participation for all disadvantaged businesses. Hamilton County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services to Hamilton County. In addition, Hamilton County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract with disadvantaged businesses in order to accomplish the successful delivery of goods and/or services.

If you would like additional information about our Disadvantaged Business Program please contact:

Ken Jordan, EEO Officer/DBE Liaison
Telephone: 423.209.6146
Fax: 423.209.6145
Email: DBE@HamiltonTN.gov

22. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
23. **EXCEPTIONS:** Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document and these General Terms and Conditions.
24. **INDEMNIFICATIONS/HOLD HARMLESS:** The vendor shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the County or himself because of the unauthorized use of such articles.
25. **NEW EQUIPMENT:** The bidder shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
26. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
27. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hamilton County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the County's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the County by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
37. **WARRANTIES:** All warranty information must be furnished.
38. **WAIVING OF INFORMALITIES:** Hamilton County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hamilton County.

HAMILTON COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

February 1, 2016

Addendum 1

Title: Asphalt Road Materials

Bid#: 0116-097

Correction to page 2 for Bituminous Material pricing adjustment:

In regards to Special Provision 109B, "Regarding Price Adjustment for Bituminous Material", please be advised that the "Monthly Bituminous Material Index" for January, 2016 should be changed from \$428.40 per ton to \$388.64 per ton.

We are sorry for any inconvenience this may have caused.

Regards,

A handwritten signature in cursive script that reads "Gail B. Roppo".

Gail B. Roppo
Director of Purchasing



Hamilton County, Tennessee On-Line Bid Administration System

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[Log Out](#)

Logged in as: lindac@mail.hamiltontn.gov
Role: Client

Home Solicitations Vendors Reports

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Solicitation - Log

2/01/2016 10:21 AM Eastern

Solicitation Title: Asphalt Road Materials
Number: 0116-097
Bids Due: 2/08/2016 11:00:00 AM Eastern
Status: Open

Visible to Vendors: [Currently Visible](#) | [Hide](#)

Message Summary

Message Detail

Document Detail

Message Summary

export

print

Records Per Page

| <u>Send Date</u> | <u>Time Zone</u> | <u>Sent By</u> | <u>Message Subject</u> | <u>Template Name</u> | <u>Message Comment</u> | <u># Sent</u> | <u># Failed</u> |
|-------------------------|------------------|----------------|---|----------------------------|---|---------------|-----------------|
| 2/01/2016 10:20:56AM | Eastern | Linda Chumbler | 0116-097 - Asphalt Road Materials | Addendum | Please click on the above solicitation number to access addendum for Asphalt Road Materials | 63 | 2 |
| 1/28/2016 9:19:36AM | Eastern | Linda Chumbler | 0116-097 - Asphalt Road Materials | Invitation | Please click on the above solicitation number to access bid documents. | 60 | 4 |

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Please run the attached ad on January 28, 2016 in the legal notices.

LEGAL NOTICE

Bids for the following items will be opened on February 8, 2016 in the offices of the Hamilton County Purchasing Department located at 455 North Highland Park Avenue, in Chattanooga, TN.

- 10:00 A.M. Six (6) months contract pricing for Bagged Portland Cement
- 10:15 A.M. Six (6) months contract pricing for Concrete & Metal Culvert
- 10:30 A.M. Six (6) months contract pricing for Ready Mix Concrete
- 10:45 A.M. Six (6) months contract pricing for Crushed Stone & Sand
- 11:00 A.M. Six (6) months contract pricing for Asphalt Road Materials

Specifications are available at www.hamiltontn.gov/purchasing or by contacting the Purchasing Department (423-209-6350).

Hamilton County,
Gail B. Roppo
Director of Purchasing



Asphalt Road Materials
February 8, 2016

Highway Department
11:00 A..M.

| Vendors: | Talley | Hudson | Blacklidge | Dunlap | Hiwassee |
|-----------------------------------|------------------|---------------------|---------------------|---------|-------------|
| | Construction dba | Materials | Emulsions | Stone | Paving, LLC |
| | Southeastern | (HC) | | Inc. | |
| | Materials, Inc. | | | | |
| | | Picked Up/Delivered | Picked Up/Delivered | | |
| Hot Mix 307 grading B | \$61.00 | N/B | N/B | \$54.00 | \$60.00 |
| Hot Mix 307 grading C | \$60.00 | N/B | N/B | \$53.00 | \$60.00 |
| Hot Mix 307 CS | \$74.00 | N/B | N/B | \$59.00 | \$73.00 |
| Hot Mix 307 grading C-W (Surface) | \$61.00 | N/B | N/B | \$60.00 | \$60.00 |
| Hot Mix 411 grading D | \$71.00 | N/B | N/B | \$72.00 | \$70.00 |
| Hot Mix 411 "E" (Shoulder) | \$64.00 | N/B | N/B | \$60.00 | \$63.00 |
| Hot Mix 411 grading E (Surface) | \$66.00 | N/B | N/B | \$66.00 | \$64.00 |
| Hot Mix Curb Mix | \$90.00 | N/B | N/B | \$70.00 | \$85.00 |
| Hot Mix 411 TL | \$75.00 | N/B | N/B | \$70.00 | \$73.00 |
| Cold Mix | N/B | \$69.50 | N/B | N/B | N/B |
| High Performance Cold Patch | N/B | \$69.50 | N/B | N/B | N/B |
| AE-P | N/B | \$1.6520/\$1.6856 | N/B | N/B | N/B |
| CRS-2 | N/B | \$1.6413/\$1.6749 | \$1.64/\$1.71 | N/B | N/B |
| SS-1 | N/B | \$1.7121/\$1.7457 | N/B | N/B | N/B |
| CQS (per gallon) | N/B | N/B | N/B | N/B | N/B |
| CQS-1H | N/B | \$1.9071/\$1.9407 | N/B | N/B | N/B |
| Terms: | Net 30 | Net 30 | Net 30 | Net 30 | Net 30 |

| | |
|----------------------|-----------|
| Request For Bids: | |
| News Paper Ad: | 1/28/2016 |
| Vendor Notification: | 60 |
| Vendor Response: | 5 |
| Budgeted: | Operating |