

# Hamilton County Board of County Commissioners

AGENDA

June 15, 2016

ROLL CALL

INVOCATION - **Commissioner Fairbanks**

PLEDGE TO THE FLAG - **Commissioner Fairbanks**

Presentation	Budget Presentation
Minutes	Recessed Meeting - May 25, 2016
Minutes	Agenda Session - May 25, 2016
Minutes	Regular Meeting - June 1, 2016
Report	Order of Designation Planning Commission - Todd Leamon June 13, 2016
Report	Sheriff's Annual Report for 2016
Res. No. 616-13	A Resolution to approve and accept applications for notary public positions, the bonds and oaths of notaries previously elected, and the oath of Deputy Register.
Res. No. 616-14	A Resolution making an appropriation to Alton Park Development Corporation in the amount of seven thousand six hundred thirty dollars (\$7,630.00) from General Fund discretionary monies, as allotted to District Four.
Res. No. 616-15	A Resolution making an appropriation to Alton Park Development Corporation in the amount of seventeen thousand three hundred seventy dollars (\$17,370.00) from General Fund discretionary monies, as allotted to District Nine.
Res. No. 616-16	A Resolution approving the expenditure of up to two thousand five hundred dollars (\$2,500.00) from discretionary bond funds, as allotted to District Five, to purchase a security system for Dalewood Middle School.
Res. No. 616-17	A Resolution approving the expenditure of up to seven thousand four hundred thirty six dollars (\$7,436.00) from discretionary bond funds (as allotted to District Five) to assist with the purchase of library books for Hillcrest Elementary School.
Res. No. 616-18	A Resolution to amend the Schools Federal Projects Fund budget by adding \$70,842 to the FY 2015-2016 revenue and expenditure budget; to amend the Self-funded Projects Fund budget by adding \$490,451 to the FY 2015-2016 revenue and expenditure budget; to amend the General Purpose Fund budget by adding \$1,956,793 to the FY 2015-2016 revenue and expenditure budget.
Res. No. 616-19	A Resolution accepting the bid of Windrock Enterprises, Inc. for small kitchen items and equipment for the Middle Valley Elementary School for the Board of Education and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 616-20	A Resolution accepting the proposal of Sun Life Financial for reinsurance for the County's group medical plan and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 616-21	A Resolution authorizing the County Mayor to sign an agreement in the amount of \$50,000 with the Urban League of Greater Chattanooga to provide certain contract compliance services for a contract period beginning July 1, 2016 and ending June 30, 2017.
Res. No. 616-22	A Resolution authorizing the County Mayor to sign a grant agreement with a term of July 1, 2016 ending June 30, 2017 with the Tennessee Department of Mental Health and Substance Abuse and amending the Recovery Court fund by adding \$425,000 to the revenue and expenditure budgets.
Res. No. 616-23	A Resolution authorizing the County Mayor to execute a contract with a term of July 1, 2016 to June 30, 2017 with Ms. Elaine Kelly to serve as Coordinator of the Hamilton County Recovery Court Program.

- Res. No. 616-24 A Resolution authorizing the County Mayor to execute a contract with a term of July 1, 2016 to June 30, 2017 with Mr. John Cooper as a Case Manager of the Hamilton County Recovery Court Program.
- Res. No. 616-25 A Resolution authorizing the County Mayor to execute a contract with a term of July 1, 2016 to June 30, 2017 with Mr. Jeff Hill as a Case Manager of the Hamilton County Recovery Court Program.
- Res. No. 616-26 A Resolution authorizing the County Mayor to accept a \$1.25 million Fast Track Economic Development Fund grant from the Tennessee Department of Economic and Community Development and to sign any and all grant-related documents on behalf of Yanfeng USA Automotive Trim Systems, Inc. to provide various building improvements and equipment at the company's new Hamilton County location.
- Res. No. 616-27 A Resolution authorizing the County Mayor to accept a \$5.5 million Fast Track Economic Development Fund grant from the Tennessee Department of Economic and Community Development and to sign any and all grant-related documents on behalf of Gestamp Chattanooga LLC to assist with equipment and building improvements to support the expansion of the company's Hamilton County operations.
- Res. No. 616-28 A Resolution adopting a budget for the Fiscal Year 2016–2017 and setting the tax levy for the year 2016 for Hamilton County, Tennessee.  
Resolution postponed to 6-29-16 Recessed Meeting.
- Res. No. 616-29 A Resolution making appropriations to nonprofit charitable and civic organizations of Hamilton County, Tennessee, for the fiscal year beginning July 1, 2016 and ending June 30, 2017.  
Resolution postponed to 6-29-16 Recessed Meeting.
- Res. No. 616-30 A Resolution to Rezone From A-1 Agricultural District to R-1 Single-Family Residential District, property located at 8908 Fuller Road.
- Res. No. 616-31 A Resolution to Rezone from R-2A Rural Residential District to R-3 Multi-family Residential District, properties located at 5400, 5406 and 5412 Champion Road.
- Res. No. 616-32 A Resolution to rezone from A-1 Agricultural District & R-2 Urban Residential District to R-1 Single-family Residential District, property located at 2333 Ooltewah-Ringgold Road.
- Res. No. 616-33 A Resolution Granting a Special Exceptions Permit for a Residential Planned Unit Development of property at 9125 Snow Hill Road.
- Res. No. 616-34 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 \$677,130.00 to provide a School Based Dental Sealant Program in Hamilton County for the time period July 1, 2016 through June 30, 2018.
- Res. No. 616-35 A Resolution accepting the bid of Baker Waste Equipment for contract unit pricing for Stationary Compactors, beginning June 15, 2016 through June 14, 2017, for the Recycling / Support Services Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 616-36 A Resolution accepting the bid of Talley Construction Company, Inc. for one (1) year contract pricing, with the option to renew for three (3) additional one-year terms, beginning June 15, 2016 through June 14, 2017, for asphalt milling services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 616-37 A Resolution accepting the qualifications and fee schedules of Santec Consulting Services, Inc., Arcadis U.S., Inc., S&ME, Inc., Thompson Engineering, Inc., Terracon Consultants, Inc., GEOServices, LLC, Marion Environmental, Inc., Moreland Altobelli Associates, Inc., and MC Squared, Inc. for one (1) year contract pricing, beginning July 3, 2016 through July 2, 2017, for Geoenvironmental Consulting Services and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 616-38 A Resolution accepting the unit price bids of Thomas Consultants, Inc. and Central Technologies, Inc. for HP (Aruba) Wireless Access Points for the period beginning June 16, 2016 through June 15, 2017 for the Telecommunications Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 616-39 A Resolution approving the purchase of Avaya Partner Assurance Support Services (PASS), beginning July 1, 2016 through June 30, 2017, amounting to \$27,979.00 from Avaya for the Telecommunications Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 616-40 A Resolution approving the purchase of equipment for two (2) Internet Gateway Routers amounting to \$34,584.24 from Pomeroy IT Solutions, Inc. from the State Contract for the Information Technology Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 616-41 A Resolution accepting the proposal of A+ Technical Services for disposal of surplus computer / other electronic equipment for Hamilton County and to authorize the County Mayor to sign any contract necessary to implement this Resolution.
- Res. No. 616-42 A Resolution approving the purchase of hardware/software and installation for PBX telephone equipment upgrades amounting to \$19,249.00 from Communications Resources, Inc. (CRI) for the Telecommunications Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 616-43 A Resolution authorizing the County Mayor to sign a contract in the amount of \$60,000 with the City of Chattanooga for the Hamilton County Courts Community Service Program with a term beginning July 1, 2016 and ending June 30, 2017.

## **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  
MAY 25, 2016**

**RESOLUTION NO. 516-13B A RESOLUTION APPROVING THE ENTERING INTO A LEASE AGREEMENT BETWEEN THE HAMILTON COUNTY BOARD OF EDUCATION AND TOWER ASSETS NEWCO IX, LLC, OF CERTAIN REAL PROPERTY OWNED BY THE HAMILTON COUNTY BOARD OF EDUCATION FOR THE ERECTION OF A CELL TOWER, AND AUTHORIZING THE EXECUTION OF SAID LEASE.**

Chairman Bankston recommended that Commissioner Boyd withdraw his motion to adopt Resolution No. 516-13, and Commissioner Graham withdraw his second, from the May 4<sup>th</sup>, 2016 Regular Meeting. Both Commissioners withdrew their motion and second.

Chairman Bankston also recommended that Commissioner Boyd withdraw his motion to amend Resolution No. 516-13, and Commissioner Mackey withdraw his second, from the May 4<sup>th</sup>, 2016 Regular Meeting. Both Commissioners withdrew their motion and second.

**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, to adopt Resolution No. 516-13B. The foregoing Resolution 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 Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham,

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
MAY 25, 2016**

“Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0.

**RESOLUTION NO. 516-47 A RESOLUTION APPROVING THE TRANSFERRING OF \$5,000.00 IN DISCRETIONARY BOND FUNDS AS ALLOTTED TO COUNTY COMMISSION DISTRICT FIVE TO COUNTY COMMISSION DISTRICT EIGHT, AND THE TRANSFERRING OF A LIKE AMOUNT IN GENERAL FUND DISCRETIONARY TRAVEL FUNDS AS ALLOTTED TO COUNTY COMMISSION DISTRICT EIGHT TO COUNTY COMMISSION DISTRICT FIVE.**

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Beck, to adopt Resolution No. 516-47. The foregoing Resolution 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 Fairbanks, “Aye”, Commissioner Fields, “Aye”, Commissioner Haynes, “Aye”, Commissioner Mackey, “Aye”, Commissioner Smedley, “Aye”, and Chairman Bankston, “Aye”. Total present – 9. Total absent – 0. Total “Aye” votes – 9. Total “Nay” votes – 0. Commissioner Graham announced he was present.

**RECESSED MEETING  
HAMILTON COUNTY BOARD OF COMMISSIONERS  
MAY 25, 2016**

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

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

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Date	Clerk's Initials



**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 25, 2016**

**COMMITTEE ASSIGNMENTS**

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

- The Trustee's Excess Fee and Monthly Reports for April 2016 would be submitted for the record.
- A Report confirming the appointment of Chris Mabee to the Chattanooga-Hamilton County Regional Planning Commission would be submitted for the record.
- Resolution No. 616-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution Nos. 616-6 through 616-9 were assigned to the Finance Committee, chaired by Commissioner Boyd.
- Resolution Nos. 616-10 through 616-12 was assigned to the Roads Committee, chaired by Commissioner Haynes.
- Resolution Nos. 616-2 through 616-5 were heard by a Committee of the Whole.

Chairman Bankston stated that Resolution Nos. 616-2 through 616-4 would now be heard by the Committee of the Whole.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-2**

Chairman Bankston spoke regarding this item, which appoints Joe Degaetano to the Chattanooga-Hamilton County Regional Health Council for a four-year term beginning June 1, 2016 and ending June 1, 2020.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 25, 2016**

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-3**

Chairman Bankston spoke regarding this item, which confirms the reappointment of County Commissioner Jim Fields, County Clerk William “Bill” Knowles, County Finance Administrator Al Kiser, County Attorney Rheubin M. Taylor and County Auditor Bill McGriff, as members to the Hamilton County Ethics Committee for terms of two years.

There were no questions from Commissioners.

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-4**

Commissioner Smedley spoke regarding this item, which appropriates \$10,000.00 in general fund discretionary monies, as allotted to district seven, to Tri-Community Volunteer Fire Department. It was noted the funds will be used to assist with the purchase of a heating and air unit. The remaining monies needed to fund the purchase will be raised by the Fire Department.

There were no questions from Commissioners.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 25, 2016**

**COMMITTEE OF THE WHOLE – RESOLUTION NO. 616-5**

Bill Stoll, Hamilton County Risk Management Manager spoke regarding this item which accepts the proposal of Collins & Company, Inc (Collins) to provide claims administration services for Hamilton County's Self Insurance Program for a period of three years, beginning July 1, 2016, with the option to renew for three additional one year terms. It was noted that the company currently provides claim administration services for the county's on-the-job injury and liability programs. Collins, a local company, was the lowest and the best bid overall.

Mr. Stoll stated Collins has provided the County with claims administration services since 2005, and when compared to other bidders, the projected six-year annual cost with Collins is the lowest. In response to Commissioner Graham's question, he explained that the agreement authorizes Collins to administer the county's self-funded insurance claims, which includes paying medical bills, following up with doctor's appointments, contacting claimants/witnesses, issuing payments, denying claims, etc.

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

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 25, 2016**

Commissioner Haynes, Chairman of the Roads Committee, announced that the Roads Committee would be meeting in the adjacent Conference Room immediately following today's Agenda Session.

**ANNOUNCEMENTS**

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Haynes spoke highly of the 2016 graduates and noted that Hixson Middle School promoted 240 eighth graders. He reported that the school will have 750 students and thanked the commission for their support in replacing the school in 2007. He also congratulated Ganns Middle Valley Elementary (GMVE) on their recent Read 20 award of \$10,000. GMVE had 550 students this year and maintained 100% participation in the Read Twenty Minutes a Day program. This is the third year the school has won the award.

Commissioner Haynes also referenced a recent "Letter to the Editor" regarding the commission not implementing a Senior Tax Freeze. He reminded everyone that Hamilton County property taxes have not increased since 2007. He spoke about reviewing tax bills with a low income senior citizen and noticed that his County property

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 25, 2016**

taxes have gone up \$5.00 since 2007, while his City of Chattanooga property taxes have gone up \$222.00. He also reviewed a co-worker's tax bills and her County property taxes have gone down \$25.00, while her City of Chattanooga property taxes have gone up \$118.00.

He reiterated there is no crisis, Hamilton County is in good financial shape, and the implementation of a Senior Property Tax Freeze program is not needed. He reminded the public that property tax relief options are available for low-income senior citizens, disabled homeowners, and disabled veteran homeowners. It was noted the Property Tax Relief program is a state program, and available to Hamilton County citizens.

Commissioner Mackey encouraged the commission to attend Tennessee County Services Association (TCSA) annual Post Legislative Conference taking place this week, May 25-27, in Gatlinburg, TN. He also congratulated GMVE on their Read 20 award.

Commissioner Graham congratulated 2016 graduates and thanked the Hamilton County School system for producing amazing men and women. He also invited everyone to attend the Memorial Day ceremony May 30<sup>th</sup>, 11:00 am, at the National Cemetery.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 25, 2016**

Commissioner Boyd thanked the Hamilton County Board of Education for allocating \$913,600 to repair or replace stadiums across the county. He noted that athletic programs give students life skills that are useful throughout their life. He reported that the East Ridge community is ecstatic about getting their stadium replaced at East Ridge High School.

Commissioner Fields invited everyone to attend the Town of Walden's 2<sup>nd</sup> annual Memorial Day Picnic, May 30<sup>th</sup>, 11 am-4 pm at the McCoy Farm.

Commissioner Fairbanks congratulated North Hamilton County Elementary Principal Jacquie Hauth, who recently won Principal of the Year.

Commissioner Smedley congratulated 2016 graduates and wished Commissioner Fairbanks a Happy Birthday.

Commissioner Beck congratulated recent graduates and reminded the commission to not let politics play into their decision making concerning whether or not to fund the school system. He acknowledged that the commission's decisions send a message to the future of young people.

**HAMILTON COUNTY COMMISSION  
AGENDA PREPARATION SESSION  
MAY 25, 2016**

Chairman Bankston congratulated 2016 graduates and stated that while attending a graduation celebration Saturday at the McKenzie Arena his truck was involved in a hit and run.

**DELEGATIONS**

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

Being no further business, Chairman Bankston declared the meeting adjourned until Wednesday, June 1<sup>st</sup> at 9:30 AM.

Respectfully submitted:



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William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

W.F.K.  
Clerk's Initials

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 1, 2016**

**STATE OF TENNESSEE**            )            Regular Meeting  
**COUNTY OF HAMILTON**        )            June 1, 2016

**BE IT REMEMBERED**, that on this 1<sup>st</sup> day of June, 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 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.

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.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 1, 2016**

Commissioner Fairbanks introduced Pastor Mike Steele, Crossroads Baptist Church, who gave the invocation. Commissioner Fairbanks led in the pledge to the flag.

**PROCLAMATION - JUNE DAIRY MONTH**

Mayor Coppinger asked Commissioner Fairbanks to join him at the podium to introduce and congratulate Chad Miller, 11<sup>th</sup> grade home school student. Mr. Miller was recently selected as the 2016 June Dairy Month Chairman by the Southeast United Dairy Industry Association representing Hamilton County 4-H Clubs. Mayor Coppinger presented and read into the record a Proclamation that the month of June 2016 be known as "June Dairy Month".

Mr. Miller thanked the Commission for their support and spoke about this year's theme "Get More with Milk". At this time a round of applause was given and Mr. Miller shook hands with the Mayor and Commission.

**APPROVAL OF MINUTES**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, that the minutes of the Recessed Meeting of May 11, 2016, the Agenda Preparation Session of May 11, 2016, and the Regular Meeting of May 18, 2016, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 1, 2016**

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 Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**TRUSTEE REPORTS**

The Trustee's Monthly and Excess Fee reports for April 2016 were submitted and made a matter of record.

**BOARD APPOINTMENT REPORT**

Mayor Coppinger submitted for the record a report confirming the appointment of Christopher Mabee to the Chattanooga-Hamilton County Regional Planning Commission, for a term expiring May 31, 2020.

**RESOLUTION NO. 616-1 A RESOLUTION TO APPROVE AND ACCEPT  
APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF  
NOTARIES PREVIOUSLY ELECTED, OATHS OF DEPUTY SHERIFFS, THE BOND**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 1, 2016**

**OF DEPUTY SHERIFF, THE OATH OF OFFICE OF COMMISSIONER OF NORTH  
WEST UTILITY DISTRICT, AND THE OATHS OF JUDICIAL COMMISSIONERS.**

**ON MOTION** of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 616-1. The foregoing Resolution 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 Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Bankston reported that Resolution Nos. 616-2 through 616-5 were heard by a Committee of the Whole.

**RESOLUTION NO. 616-2 A RESOLUTION TO APPOINT ONE (1) MEMBER TO THE  
CHATTANOOGA-HAMILTON COUNTY REGIONAL HEALTH COUNCIL FOR A  
FOUR (4) YEAR TERM BEGINNING JUNE 1, 2016 AND ENDING JUNE 1, 2020.**

This resolution appoints Joe Degaetano.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 1, 2016**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Boyd, to adopt Resolution No. 616-2. The foregoing Resolution 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 Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**RESOLUTION NO. 616-3 A RESOLUTION CONFIRMING THE REAPPOINTMENT OF COUNTY COMMISSIONER JIM FIELDS, COUNTY CLERK WILLIAM "BILL" KNOWLES, COUNTY FINANCE ADMINISTRATOR AL KISER, COUNTY ATTORNEY RHEUBIN M. TAYLOR AND COUNTY AUDITOR BILL MCGRUFF, AS MEMBERS OF THE HAMILTON COUNTY ETHICS COMMITTEE FOR TERMS OF TWO (2) YEARS.**

**ON MOTION** of Commissioner Haynes, seconded by Commissioner Graham, to adopt Resolution No. 616-3.

Commissioner Fields reported that he wished to abstain from voting.

The foregoing Resolution was adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows:

**HAMILTON COUNTY COMMISSION  
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Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye".

Commissioner Fields abstained from voting. Total present – 9. Total absent – 0. Total "Aye" votes –8. Total "Nay" votes – 0. Total Abstentions – 1.

**RESOLUTION NO. 616-4 A RESOLUTION MAKING AN APPROPRIATION TO TRI-COMMUNITY VOLUNTEER FIRE DEPARTMENT IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT SEVEN.**

**ON MOTION** of Commissioner Smedley, seconded by Commissioner Fairbanks, to adopt Resolution No. 616-4. The foregoing Resolution 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 Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Commissioner Graham announced that he was present. Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 616-5 A RESOLUTION ACCEPTING THE PROPOSAL OF COLLINS & COMPANY, INC. TO PROVIDE CLAIMS ADMINISTRATION SERVICES**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 1, 2016**

**FOR HAMILTON COUNTY'S SELF INSURANCE PROGRAM FOR A PERIOD OF THREE (3) YEARS, BEGINNING JULY 1, 2016, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**ON MOTION** of Commissioner Fields, seconded by Commissioner Graham, to adopt Resolution No. 616-5. The foregoing Resolution 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 Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye". Chairman Bankston abstained from voting. Total present – 9. Total absent – 0. Total "Aye" votes – 8. Total "Nay" votes – 0. Total Abstentions – 1.

Chairman Bankston asked that Resolution Nos. 616-6 through 616-9 be considered together at this time.

**RESOLUTION NO. 616-6 A RESOLUTION ACCEPTING THE BID OF KLEEN-A-MATIC FOR A ONE (1) YEAR CONTRACT BEGINNING, JULY 1, 2016 THROUGH JUNE 30, 2017, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE (1)**

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
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**YEAR TERM, FOR LINEN SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 616-7 A RESOLUTION ACCEPTING THE BID OF BLISS PRODUCTS AND SERVICES, INC. FOR SHREDDED RUBBER MULCH AMOUNTING TO \$24,500.00 FOR THE RECREATION DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 616-8 A RESOLUTION ACCEPTING THE BID OF PRATER FORD, INC. FOR ONE (1) 4X4 UTILITY VEHICLE AMOUNTING TO \$27,252.10 FOR EMERGENCY MEDICAL SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

**RESOLUTION NO. 616-9 A RESOLUTION ACCEPTING THE BID OF BFI WASTE SYSTEMS OF NORTH AMERICA FOR FOUR (4) YEAR CONTRACT PRICING, BEGINNING JULY 1, 2016 THROUGH JUNE 30, 2020, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR TERMS FOR SOLID WASTE SERVICES FOR THE SUPPORT SERVICES DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.**

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Commissioner Boyd, Chairman of the Finance Committee provided details regarding Resolution Nos. 616-6 through 616-9, and stated that the Finance Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Boyd, seconded by Commissioner Fairbanks, to adopt Resolution Nos. 616-6 through 616-9.

Commissioner Boyd and Commissioner Mackey thanked the Mayor and his staff for using 100% recycled rubber mulch.

The foregoing Resolutions were 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 Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

Chairman Bankston asked that Resolution Nos. 616-10 through 616-12 be considered together at this time.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 1, 2016**

**RESOLUTION NO. 616-10 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFOR: BRADY DRIVE, ROD LANE AND PRISSY LANE.**

**RESOLUTION NO. 616-11 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFOR: ALEXANDRA PLACE AND ABIGAIL LANE.**

**RESOLUTION NO. 616-12 A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFOR: WHITE PINE DRIVE, RED DEER LANE, GRAY FOX COURT AND BLACK WALNUT DRIVE.**

Commissioner Haynes, Chairman of the Roads Committee provided details regarding Resolution Nos. 616-10 through 616-12, and stated that the Roads Committee reviewed and recommended approval.

**ON MOTION** of Commissioner Haynes, seconded by Commissioner Graham, to adopt Resolution Nos. 616-10 through 616-12. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 1, 2016**

Commission being present and voting as follows: Commissioner Beck, "Aye", Commissioner Boyd, "Aye", Commissioner Fairbanks, "Aye", Commissioner Fields, "Aye", Commissioner Graham, "Aye", Commissioner Haynes, "Aye", Commissioner Mackey, "Aye", Commissioner Smedley, "Aye", and Chairman Bankston, "Aye". Total present – 9. Total absent – 0. Total "Aye" votes – 9. Total "Nay" votes – 0.

**ANNOUNCEMENTS**

Chairman Bankston asked for announcements from members of the Commission.

Commissioner Haynes congratulated Dupont Elementary 4<sup>th</sup> grade student Min Han who was recently promoted to the 6<sup>th</sup> grade. He reported that Mr. Han read over 20,000 pages this school year and is undecided on where he will attend middle school.

Commissioner Mackey spoke about last week's Tennessee County Services Association (TCSA) Post Legislative Conference in Gatlinburg, TN. He spoke highly of the TCSA's mission to inform and improve the operation of Tennessee county government.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 1, 2016**

Commissioner Graham reported that he was honored to attend the Convention Center's 30<sup>th</sup> Anniversary celebration and the National Cemetery's Memorial Day celebration.

Mayor Coppinger announced the last budget workshop will take place on Tuesday, June 7<sup>th</sup> at 9:00 am at the McDaniel Building. He added that the entire budget will be presented at this workshop.

Chairman Bankston also spoke about attending last week's TCSA Post Legislative Conference in Gatlinburg, TN.

**DELEGATIONS**

Chairman Bankston asked for delegations on matters other than zoning.

Dan Liner, President of the Hamilton County Education Association addressed the commission regarding Department of Education's proposed FY17 budget. He noted that the \$33 million proposed budget increase was needed to fund high priority items: Workforce Readiness, Literacy, and Priority School Focus. He asked the commission to rethink their position and challenged the Mayor to present a budget that includes funding the items.

**HAMILTON COUNTY COMMISSION  
REGULAR MEETING  
JUNE 1, 2016**

There being no further business, Chairman Bankston declared the meeting in recess until Wednesday, June 8, 2016 at 9:30 AM.

Respectfully submitted:



---

William F. (Bill) Knowles, County Clerk

Approved:

\_\_\_\_\_  
Date

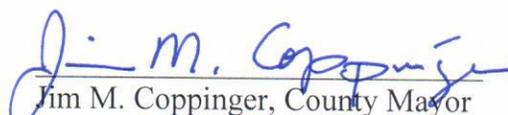
WJK  
Clerk's Initials

ORDER OF DESIGNATION

I, Jim M. Coppinger, serving in the capacity of the County Mayor of Hamilton County, Tennessee and pursuant to Tennessee Code Annotated Section 5-6-106 (b), as amended by Chapter 145 of the 1985 Public Acts of the Tennessee General Assembly, do hereby designate Todd Leamon to sit in my place on the Planning Commission for the following date(s): June 13, 2016.

The foregoing designee has the powers, including the power to vote, as are otherwise conferred upon me in my official capacity when serving on this body.

This the 6<sup>th</sup> day of June, 2016.

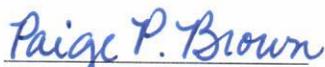
  
Jim M. Coppinger, County Mayor

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On the 6<sup>th</sup> day of June, 2016 before me personally appeared Jim M. Coppinger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand on this 6<sup>th</sup> day of June, 2016.



  
Notary Public  
*My Commission Expires: 5/4/2017*



## Hamilton County Board of Commissioners

# RESOLUTION

No. 616-13

**A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE BONDS AND OATHS OF NOTARIES PREVIOUSLY ELECTED, AND THE OATH OF DEPUTY REGISTER.**

**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 the person named on the attached listing labeled **“THE OATH OF DEPUTY REGISTER”** has taken the oath 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 person named on the listing labeled “**THE OATH OF DEPUTY REGISTER**” is accepted and the oath therefor is approved as taken; and
4. 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

June 15, 2016

\_\_\_\_\_

Date

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
**JUNE 15, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Kimberly Anderson	8045 Fox Glove Drive Ooltewah, TN 37363 423-667-9681	Regions Bank 5515 Brainerd Road Chattanooga, TN 37411 423-894-1058
James Anderson, Jr.	2687 Waterhaven Drive Chattanooga, TN 37406 423-718-6474	First Tennessee Bank 2173 Northgate Park Lane Chattanooga, TN 37415 423-870-3160
Brooke Bengé	1615 W. 51st. Street Chattanooga, TN 37409 423-255-4847	AAT Carriers Inc. 800 Market St., Ste. 207A Chattanooga, TN 37402 866-888-2187
Brenda Hodges Binder	1734 Crestwood Drive Chattanooga, TN 37405 423-267-4985	Miller & Martin, PLLC 832 Ga. Ave., Ste. 1200 Chattanooga, TN 37402 423-785-8257
Andrea Boatman	5507 Hidden Oaks Lane Ooltewah, TN 37363 423-238-9488	EMJ Corporation 2034 Hamilton Pl. Blvd., Ste. 400 Chattanooga, TN 37421 423-855-1550
L. Byrd	312 Harker Road Ft. Oglethorpe, GA 30742 423-595-5047	Title Guaranty & Trust Co. 617 Walnut Street Chattanooga, TN 37402 423-266-5751
Crystal D. Clay	5220 Hickory Woods Ln., #A Hixson, TN 37343 423-580-2019	N/A N/A N/A N/A
Stacie Cooper	3020 Alabama Hwy. 117 Flat Rock, AL 35966 256-242-3124	P & C Construction, Inc. 2500 E. 18th Street Chattanooga, TN 37404 423-493-0051
Melinda Cranfield	5522 Twin Oaks Dr. Ooltewah, TN 37363 423-238-6076	Modern Heating & Air Conditioning 1807 Elmendorf Street Chattanooga, TN 37406 423-624-6084
Susan A. Crocker	17038-A Old Dayton Pike Sale Creek, TN 37373 423-718-1852	Horton, Ballard & Pemerton, PLLC 735 Broad St., Ste. 306 Chattanooga, TN 37402 423-826-2642

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
**JUNE 15, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Keri Crowden	1860 Brentwood Trl. S.W. Cleveland, TN 37311 423-443-2226	Northgate Title Escrow, Inc. 1043 Executive Dr., Ste. 104 Hixson, TN 37343 423-875-9533
Janice L. Darling	1424 Oldaker View Lane Hixson, TN 37343 423-316-7992	Patrick, Beard, Schulman, et al 537 Market St., Ste. 202 Chattanooga, TN 37402 423-756-7117
Tricia Elkins	1040 Pineville Road Chattanooga, TN 37405 N/A	First Tennessee Bank 1307 Taft Hwy. Signal Mountain, TN 37377 423-209-2670
Lisa Fields	7018 Antler Lane Harrison, TN 37341 423-838-9636	Chatt. Neighborhood Enterprise 1500 Chestnut St., Ste. 102 Chattanooga, TN 37408 423-756-6254
Connor Gladden	3708 Sullivan Avenue Chattanooga, TN 37412 615-613-3586	T.V.A. 1101 Market Street Chattanooga, TN 37402 N/A
Teresa R. Green	409 Cedar Glen Circle Chattanooga, TN 37412 N/A	Tranco Logistics, LLC 5901 Shallowford Rd., Ste. 104 Chattanooga, TN 37421 423-822-1000
Karen M. Grizzle	2022 Frankie Lane Soddy Daisy, TN 37379 423-802-8073	Pinnacle Bank 801 Broad Street Chattanooga, TN 37402 423-386-2687
Michelle Hawkins	5843 Fort Henry Drive Harrison, TN 37341 865-230-1366	Helen Ross McNabb Center 6049 Shallowford Road Chattanooga, TN 37421 423-763-4606
Misty Heinsman	3122 Rose Terrace Chattanooga, TN 37404 423-355-3345	N/A N/A N/A N/A
Cindy D. Hogan	1522 W. 54th Street Chattanooga, TN 37409 423-432-0485	The Crossing Church 7501 Standifer Gap Road Chattanooga, TN 37421 423-867-7287

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS****JUNE 15, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Stephanie Holcomb	8018 Bill Reed Rd. Chattanooga, TN 37421 706-944-0152	Darren G. McBride, Attorney 3496 Brainerd Rd. Chattanooga, TN 37411 423-698-6027
Michael Kyle Holden	703 Hurricane Ridge Cir. Chattanooga, TN 37421 423-903-8190	Chattanooga Bar Stools & More 6787 Lee Hwy. Chattanooga, TN 37421 423-553-7722
Christie M. Jackson	2223 Tristram Road Chattanooga, TN 37421 423-296-1186	Jackson's Towing 4101 Shallowford Road Chattanooga, TN 37411 423-622-7858
Jimmy Johnson	1808 Vine Street Chattanooga, TN 37404 423-991-5594	Retired N/A N/A N/A
Yvette B. Johnson	509 Cedar Glen Circle Chattanooga, TN 37412 423-827-9162	N. American Credit Services 2810 Walker Rd., Ste. 100 Chattanooga, TN 37421 423-894-5654
Preston M. Jones	P.O. Box 532 Collegedale, TN 37315 423-236-4265	Retired 5022 Silver Lane Collegedale, TN 37315 N/A
F. Scott LeRoy	4722 Buckingham Drive Chattanooga, TN 37421 423-892-5086	LeRoy Law Firm, PLLC 920 McCallie Avenue Chattanooga, TN 37403 423-648-7892
Donna S. Love	9400 Windrose Circle Chattanooga, TN 37421 423-805-4982	Kadamour Production Same Same 502-224-2994
Jennifer Maffett	6109 Fisk Avenue Chattanooga, TN 37421 423-892-0472	Right Way Inn Motel 6200 Fisk Avenue Chattanooga, TN 37421 423-855-2866
Sherry Martinez	1013 Kenny Way Drive Hixson, TN 37343 423-843-9790	CBL & Associates Properties, Inc. 2030 Hamilton Pl. Blvd. Chattanooga, TN 37421 423-490-8260

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JUNE 15, 2016

NAME	RESIDENCE	BUSINESS
Darren G. McBride	108 Shallowford Rd. Chattanooga, TN 37404 423-316-1929	Self-Employed 3496 Brainerd Rd. Chattanooga, TN 37411 423-698-6027
Emily J. Moreno	533 Sharondale Road Chattanooga, TN 37412 423-667-3743	Mueller Co. 6125 Preservation Dr., Ste. 200 Chattanooga, TN 37416 423-490-9557
Tracey Nichols	1270 Durham Drive Chattanooga, TN 37421 N/A	CBL & Associates Properties 2030 Hamilton Pl. Blvd. Chattanooga, TN 37421 423-490-8312
Mandi Norman	9005 Jenny Lynn Drive Chattanooga, TN 37421 423-314-2973	ADI Pavement, LLC 6020 Pinehurst Avenue Chattanooga, TN 37421 423-490-9981
Marsha Orr	1461 Dogwood Road Tunnel Hill, GA 30755 706-935-4827	Benwood Foundation 736 Market St., Ste. 1600 Chattanooga, TN 37402 423-267-4311
Celeste Parker	8306 Smoketree Circle Ooltewah, TN 37363 423-280-3107	Marable-Pirkle Services P.O. Box 3178 Cleveland, TN 37320 423-472-1463
Gretchen Richards	950 Signal Road Signal Mountain, TN 37377 423-596-9344	First Tennessee Bank 1307 Taft Hwy. Signal Mountain, TN 37377 423-209-2670
Aletta Rivers	3824 Rollingwood Drive Chattanooga, TN 37406 423-488-2410	Chattanooga Housing Authority 2600 4th Avenue Chattanooga, TN 37407 423-752-4885
Cheryl L. Rogers	48 Bur Oak Drive Ringgold, GA 30736 423-653-3755	Brooks, Moore & Associates, Inc. 3905 St. Elmo Avenue Chattanooga, TN 37409 423-756-8628
Victoria Sardin	1309 Moss Drive Chattanooga, TN 37411 423-760-3121	Providence Thrift Store 6933 Lee Hwy. Chattanooga, TN 37421 423-305-0539

**HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**  
**JUNE 15, 2016**

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
Heather Saunders	7310 Standifer Gap Rd., #1221 Chattanooga, TN 37421 503-351-3802	Hamilton County Clerk 625 Georgia Ave., Rm. 201 Chattanooga, TN 37402 423-209-6500
Tabata Scalioni	6607 Harvest Run Drive Harrison, TN 37341 423-381-4571	Outpost Centers International 5132 Layton Lane Apison, TN 37302 423-236-5600
Linda D. Sebbana	9706 Cloverleaf Pl. Ooltewah, TN 37363 423-310-6006	Parkridge Medical Group 961 Spring Creek Rd., #300 Chattanooga, TN 37412 423-893-9787
Mark L. Settles	202 Healing Bluff Road Chattanooga, TN 37419 N/A	Yerbey Concrete Construction P.O. Box 3296 Chattanooga, TN 37404 423-756-8881
Kelly B. Still	922 Mt. Belvoir Drive Chattanooga, TN 37412 423-624-8995	Southern Community Bank 817 Broad Street Chattanooga, TN 37402 423-266-4495
Rachel Lynn Teleis	5120 Old Trail Road Chattanooga, TN 37415 865-257-0099	Joshua Weiss 801 Broad St., Ste. 428 Chattanooga, TN 37402 423-265-8804
Tracie M. Todd	119 Milford Drive Rossville, GA 30741 423-653-1016	N. American Credit Services 2810 Walker Road Chattanooga, TN 37421 423-894-5654
LaDonna C. Tucker	2505 Stewart Road Signal Mtn., TN 37377 423-886-3002	Mt. Carmel Baptist Church 86 U.S. 127 Signal Mtn., TN 37377 423-886-1011
Brenda T. Waddell	9207 Quail Mountain Dr. Chattanooga, TN 37421 423-899-5160	Baylor School 171 Baylor School Road Chattanooga, TN 37405 423-757-2864
Annette Walker	1210A Essex Lane Hixson, TN 37343 423-504-1324	HGH Construction, LLC 179 Hamm Road Chattanooga, TN 37405 423-267-9444

# HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

JUNE 15, 2016

<b>NAME</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
June Wilkinson	7642 Dewayne Road Chattanooga, TN 37416 423-802-8985	ERMC 6148 Lee Hwy., Ste. 300 Chattanooga, TN 37421 423-899-2753
Michael Wiseman	237 Acorn Oaks Circle, Apt. 31 Chattanooga, TN 37405 901-326-0620	Brett Smalley State Farm 5864 Hwy. 153, Ste. 120 Hixson, TN 37343 423-843-3300
J. A. Woods	107 Stratford Way Signal Mountain, TN 37377 423-886-4570	U.S. Dept. of Justice 1110 Market St., Ste. 515 Chattanooga, TN 37402 423-752-5140
Burgundee Young	230 Big Fork Road Chattanooga, TN 37405 423-838-1904	Meredith Ziebold, Attorney 631 Cherry Street Chattanooga, TN 37402 423-805-3575
Melisha Young	P.O. Box 164 Bryant, AL 35958 423-718-9678	P & C Construction, Inc. 2500 East 18th Street Chattanooga, TN 37404 423-493-0051

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
JUNE 15, 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>
J. Gibbs	April 28, 2016	May 19, 2016
E. Stephen Jett	April 28, 2016	May 19, 2016
Ora Citty	April 18, 2016	May 19, 2016
Beverly K. Norris	February 9, 2016	May 19, 2016
Stephanie Goodman	May 10, 2016	May 19, 2016
Kelly Leiper	April 18, 2016	May 19, 2016
Caleb E. Barnett	April 18, 2016	May 19, 2016
Catherine Musick	April 18, 2016	May 20, 2016
Linda H. Williams	April 28, 2016	May 20, 2016
Katelynn Fuentes	July 9, 2015	May 20, 2016
Zaneta Thomas Attle	April 28, 2016	May 20, 2016
Geoffrey G. Young	May 10, 2016	May 20, 2016
Vicki Alison Schuetter	April 18, 2016	May 20, 2016
Tyler Brewer	April 28, 2016	May 20, 2016
Tracie L. Howard	April 28, 2016	May 23, 2016
Jeff P. Crim	May 10, 2016	May 23, 2016
Linda Davis	April 28, 2016	May 23, 2016
Gail Miller	April 28, 2016	May 23, 2016
Susan Lemon	April 28, 2016	May 23, 2016
W. Andrew Cochran	March 21, 2016	May 23, 2016
Martin L. Pierce	April 18, 2016	May 24, 2016
Kurt Maxwell	October 9, 2015	May 24, 2016
Amber Lawrence	April 18, 2016	May 24, 2016
Sherry J. Groce	April 28, 2016	May 24, 2016
Shane M. Oswalt	May 10, 2016	May 24, 2016
Marsha S. Thompson	April 18, 2016	May 25, 2016
Glenda F. Christensen	April 28, 2016	May 25, 2016
Kevin M. Blum	May 10, 2016	May 25, 2015
Joshua Weiss	April 28, 2016	May 25, 2016
Lorraine Monroe	July 9, 2015	May 26, 2016
Beverly B. Henry	April 28, 2016	May 26, 2016
Tyrosheina Sanders	April 28, 2016	May 26, 2016
Leslie Cryer	April 28, 2016	May 26, 2016
Constance M. Carniak	May 10, 2016	May 26, 2016
Jennifer C. Smith	May 10, 2016	May 26, 2016
Patrick Yates	April 28, 2016	May 26, 2016
Dava L. Griffith	May 10, 2016	May 26, 2016
Adrian Hernandez	April 18, 2016	May 27, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
NOTARY PUBLIC BONDS AND OATHS  
JUNE 15, 2016**

<u>NAME</u>	<u>COMMISSION DATE</u>	<u>DATE QUALIFIED</u>
Paula D. Eichner	March 21, 2016	May 27, 2016
Cruz M. Silva	March 8, 2016	May 27, 2016
Malinda A. Milliken	May 10, 2016	May 27, 2016
Matt McDonald	May 10, 2016	May 27, 2016
Theresa Thompson	April 28, 2016	May 27, 2016
Dillon B. Brock	April 28, 2016	May 31, 2016
Sheila Ortiz	December 21, 2015	May 31, 2016
Nancy Turner	April 28, 2016	May 31, 2016
Holly G. Kitchens	April 28, 2016	May 31, 2016
Mary Simms	April 18, 2016	May 31, 2016
Sarah M. Barr	May 10, 2016	June 1, 2016
Jason Delaney	February 9, 2016	June 1, 2016
Gary E. Lester	April 18, 2016	June 1, 2016
Marcia Petty	October 29, 2015	June 1, 2016
Kerrie Duke	May 10, 2016	June 1, 2016
Peggy R. Ricks	May 10, 2016	June 1, 2016
Ikeko I. Bass	April 18, 2016	June 1, 2016

**REPORT FROM THE OFFICE OF THE COUNTY CLERK  
TO THE HAMILTON COUNTY COMMISSION  
THE OATH OF DEPUTY REGISTER  
JUNE 15, 2016**

The individual listed below has submitted to the County Clerk an oath as required by law.

NAME  
Ariel Catus

DATE OF OATH  
May 20, 2016

OATHS  
DEPUTY REGISTER  
HAMILTON COUNTY, TENNESSEE

STATE OF TENNESSEE )

COUNTY OF HAMILTON )

I, the undersigned, do solemnly swear that I will perform with fidelity the duties of the Office of Deputy Register of Hamilton County, Tennessee, to which I have been appointed and which I am about to assume, without partiality or favor, to the best of my skill and ability.

I further swear that I will support the Constitution of the United States and the Constitution of the State of Tennessee, so help me God.



**Ariel Catus**

Sworn to and subscribed before me this May 20, 2016.



~~Susie Holloway~~ **Cindy Brown**  
Business Manager  
Hamilton County Court Clerk



## Hamilton County Board of Commissioners RESOLUTION

No. 616-14

A RESOLUTION MAKING AN APPROPRIATION TO ALTON PARK DEVELOPMENT CORPORATION IN THE AMOUNT OF SEVEN THOUSAND SIX HUNDRED THIRTY DOLLARS (\$7,630.00) 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 seven thousand six hundred thirty dollars (\$7,630.00) from General Fund discretionary monies to Alton Park Development Corporation to assist with community development; 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 seven thousand six hundred thirty dollars (\$7,630.00) from General Fund discretionary monies be appropriated to Alton Park Development Corporation to assist with community development.

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

June 15, 2016

\_\_\_\_\_

Date

**Alton Park Development Corporation**

**Income Statement for a 12 month period (05-01-2015) to (04-30-2016)**

<b>Income:</b>	Board contribution to Secretary of State -----	\$5,000
	Checking Interest-----	\$0.00
	Fundraising Community Contributions-----	\$4,186
	Fund Raising- Go Fund Me-----	\$750
	Blue Cross and Blue Shield Grant for Playground-----	\$170,000
	EPP Grant for Computers and Wi Fi /Fiber Optics-----	\$40,000
<b>Total Income</b> -----		<b>\$219,936</b>
<b>Expenses:</b>	Secretary of State Filing Fee penalty-----	\$5,000
	990N IRS filing Fees-----	\$0.00
	Solicitation and Gaming Filing Fees-----	\$80
	Banking Charges-----	\$0.00
	Office Supplies-----	-\$0.00
	Fund Raising Events-----	\$0.00
	Janitorial-----	\$1,400
	BCBST Playground-----	\$170,000
	EPB Computers Installation WIFI and Fiber Optics-----	\$40,000
	EPB Electric-----	\$ 265.00
	KABOOM 1 <sup>st</sup> Installment -----	\$1416.00
<b>Total Operating Expenses</b> -----		<b>\$218,161</b>
Net operating Income.....		\$1,775

George B. Calhoun, President, (5-19-2016)

George B. Calhoun, President (05-19-2016)

Alton Park Development Corporation

BALANCE SHEET

Ending Date of Income Statement (04-30-2016)

	<u>Amount</u>
<b>ASSETS: Cash on Hand</b> .....	1,775
Certificate of Deposits.....	0.00
Equipment.....	\$75,000
Inventory/Supplies.....	\$5,000
Blue Cross and Blue Shield Grant(Playground) .....	\$170,000
Real Property.....	\$ 4.0 MILION
<b>Total Assets</b> .....	<b>4,251,775</b>
 <b>LIABILITIES: Accounts Payable</b>	
KABOOM 10% Matching Funds Balance.....	\$7,100
General Liability Insurance.....	\$6,340
EPB Phones.....	\$500
Tennessee American Water.....	\$140
<b>Total Operating Expenses</b> .....	<b>\$14,080</b>
<b>Net Worth as of (04-30-2016)</b> .....	<b>\$4,237,695</b>

George B. Calhoun, President (05-19-2016)

George B. Calhoun, President, (05-19-2016)

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

DEPARTMENT OF THE TREASURY

Date: **NOV 14 2014**

ALTON PARK DEVELOPMENT CORPORATION  
C/O ELENORA WOODS  
6425 BONNY OAKS DR  
CHATTANOOGA, TN 37416

Employer Identification Number:  
62-1781939  
DLN:  
17053205344024  
Contact Person:  
MARIA S TRITCH ID# 31549  
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:  
November 15, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
Yes

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](http://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

Letter 947

ALTON PARK DEVELOPMENT CORPORATION

ADDENDUM

Based on the information submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is retroactive to the date of revocation.

Letter 947



## Hamilton County Board of Commissioners RESOLUTION

No. 616-15

A RESOLUTION MAKING AN APPROPRIATION TO ALTON PARK DEVELOPMENT CORPORATION IN THE AMOUNT OF SEVENTEEN THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$17,370.00) FROM GENERAL FUND DISCRETIONARY MONIES, AS ALLOTTED TO DISTRICT NINE.

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 Chester Bankston has expressed a desire to allocate seventeen thousand three hundred seventy dollars (\$17,370.00) from General Fund discretionary monies to Alton Park Development Corporation to assist with community development; 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 seventeen thousand three hundred seventy dollars (\$17,370.00) from General Fund discretionary monies be appropriated to Alton Park Development Corporation to assist with community development.

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

June 15, 2016

\_\_\_\_\_

Date

Alton Park Development Corporation

Income Statement for a 12 month period (05-01-2015) to (04-30-2016)

<b>Income:</b>	Board contribution to Secretary of State -----	\$5,000
	Checking Interest-----	\$0.00
	Fundraising Community Contributions-----	\$4,186
	Fund Raising- Go Fund Me-----	\$750
	Blue Cross and Blue Shield Grant for Playground-----	\$170,000
	EPP Grant for Computers and Wi Fi /Fiber Optics-----	\$40,000
<b>Total Income</b> -----		<b>\$219,936</b>
<b>Expenses:</b>	Secretary of State Filing Fee penalty-----	\$5,000
	990N IRS filing Fees-----	\$0.00
	Solicitation and Gaming Filing Fees-----	\$80
	Banking Charges-----	\$0.00
	Office Supplies-----	-\$0.00
	Fund Raising Events-----	\$0.00
	Janitorial-----	\$1,400
	BCBST Playground-----	\$170,000
	EPB Computers Installation WIFI and Fiber Optics-----	\$40,000
	EPB Electric-----	\$ 265.00
	KABOOM 1 <sup>st</sup> Installment -----	\$1416.00
<b>Total Operating Expenses</b> -----		<b>\$218,161</b>
Net operating Income.....		\$1,775

George B. Calhoun, President, (5-19-2016)

George B. Calhoun, President (05-19-2016)

Alton Park Development Corporation

BALANCE SHEET

Ending Date of Income Statement (04-30-2016)

	<u>Amount</u>
<b>ASSETS: Cash on Hand</b> .....	1,775
Certificate of Deposits.....	0.00
Equipment.....	\$75,000
Inventory/Supplies.....	\$5,000
Blue Cross and Blue Shield Grant(Playground) .....	\$170,000
Real Property.....	\$ 4.0 MILION
<b>Total Assets</b> .....	<b>4,251,775</b>
<b>LIABILITIES: Accounts Payable</b>	
KABOOM 10% Matching Funds Balance.....	\$7,100
General Liability Insurance.....	\$6,340
EPB Phones.....	\$500
Tennessee American Water.....	\$140
<b>Total Operating Expenses</b> .....	<b>\$14,080</b>
<b>Net Worth as of (04-30-2016)</b> .....	<b>\$4,237,695</b>

George B. Calhoun, President (05-19-2016)

George B. Calhoun, President, (05-19-2016)

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

DEPARTMENT OF THE TREASURY

Date: **NOV 14 2014**

ALTON PARK DEVELOPMENT CORPORATION  
C/O ELENORA WOODS  
6425 BONNY OAKS DR  
CHATTANOOGA, TN 37416

Employer Identification Number:  
62-1781939  
DLN:  
17053205344024  
Contact Person:  
MARIA S TRITCH ID# 31549  
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:  
November 15, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
Yes

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](http://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

Letter 947

ALTON PARK DEVELOPMENT CORPORATION

ADDENDUM

Based on the information submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is retroactive to the date of revocation.

Letter 947



# Hamilton County Board of Commissioners RESOLUTION

No. 616-16

A RESOLUTION APPROVING THE EXPENDITURE OF UP TO TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FROM DISCRETIONARY BOND FUNDS, AS ALLOTTED TO DISTRICT FIVE, TO PURCHASE A SECURITY SYSTEM FOR DALEWOOD MIDDLE SCHOOL.

WHEREAS, there is a need for a security system at Dalewood Middle School; and

WHEREAS, Commissioner Greg Beck desires to use up to Two Thousand Five Hundred Dollars (\$2,500.00) from discretionary bond funds to assist with the purchase of said security system; 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 up to Two Thousand Five Hundred Dollars (\$2,500.00) from discretionary bond funds, as allotted to District Five, be approved to assist with the purchase of a security system for Dalewood 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

June 15, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 616-17

A RESOLUTION APPROVING THE EXPENDITURE OF UP TO SEVEN THOUSAND FOUR HUNDRED THIRTY SIX DOLLARS (\$7,436.00) FROM DISCRETIONARY BOND FUNDS (AS ALLOTTED TO DISTRICT FIVE) TO ASSIST WITH THE PURCHASE OF LIBRARY BOOKS FOR HILLCREST ELEMENTARY SCHOOL.

WHEREAS, there is a need for new library books at Hillcrest Elementary School; and

WHEREAS, Commissioner Greg Beck desires to use up to Seven Thousand Four Hundred Thirty Six Dollars (\$7,436.00) from discretionary bond funds to assist with the purchase of said library books; 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 up to Seven Thousand Four Hundred Thirty Six Dollars (\$7,436.00) from discretionary bond funds, as allotted to District Five, be approved to assist with the purchase of library books for Hillcrest 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

June 15, 2016

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 616-18

A RESOLUTION TO AMEND THE SCHOOLS FEDERAL PROJECTS FUND BUDGET BY ADDING \$70,842 TO THE FY 2015-2016 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE SELF-FUNDED PROJECTS FUND BUDGET BY ADDING \$490,451 TO THE FY 2015-2016 REVENUE AND EXPENDITURE BUDGET; TO AMEND THE GENERAL PURPOSE FUND BUDGET BY ADDING \$1,956,793 TO THE FY 2015-2016 REVENUE AND EXPENDITURE BUDGET

WHEREAS, the Hamilton County Board of Education was awarded additional revenue of \$70,842 from various state and federal agencies, and desires to use it for the designated purposes; and,

WHEREAS, the Hamilton County Board of Education must seek approval of a self-funded budget amendment appropriating fund balance of \$282,847 and setting forth additional revenue from various non-federal agencies or donations totaling \$207,604; and,

WHEREAS, the Hamilton County Board of Education must seek approval of a general purpose operating budget amendment appropriating fund balance of \$2,101,002 and a reduction in estimated current revenue of \$144,209; and,

WHEREAS, the Hamilton County Board of Education must seek approval of budget amendment setting forth additional revenue and expenses and transfers of expenditures from one category to another; and,

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

That the county school federal projects fund be hereby amended by adding \$70,842 for the following items:

Source of Funds

Amount

Federal Thru State \$ 70,842

Use of Funds

Regular Instruction	\$ 146,616
Special Education Instruction	(2,010)
Vocational Instruction	44,454
Other Student Support	(22,535)
Regular Instruction Support	(89,355)
Special Education Support	788
Vocational Support	(9,019)
Transportation	3,963
Indirect Costs	<u>(2,060)</u>
Total	\$ 70,842

That the county school self-funded projects fund be hereby amended by adding \$490,451 for the following items:

Source of Funds

Investments	\$ 2,250
Restricted for Education Fund Balance	282,847
Charges for Current Services	80,000
Other Local Revenues	<u>125,354</u>
Total	\$ 490,451

Use of Funds

Regular Instruction	\$ 76,876
Special Education Instruction	280,243
Other Student Support	4,737
Regular Instruction Support	16,639
Fiscal Services	2,604
Community Services	82,153
Early Childhood Education	<u>27,199</u>
Total	\$ 490,451

That the county general purpose school fund be hereby amended by adding \$1,956,793 for the following items:

Source of Funds

Restricted for Education Fund Balance	\$ 101,024
Restricted for Instruction Fund Balance	43,185
Committed for Education Fund Balance	1,043,193
Unassigned Fund Balance	913,600
Other Local Revenues	<u>(144,209)</u>
Total	\$ 1,956,793

Use of Funds

Regular Instruction	\$ 9,622
Special Education Instruction	(14,251)
Vocational Education Instruction	98,241
Attendance	3,030
Other Student Support	(11,809)
Regular Instruction Support	558,731
Special Education Support	11,657
Vocational Education Support	10,000
Director of Schools	230,000
Fiscal Services	1,714
Human Resources Services	(6,039)
Operation of Plant	(405,715)
Maintenance of Plant	(61,200)
Transportation	(241,300)
Central and Other	(2,384)
Transfers	<u>1,776,496</u>
Total	\$1,956,793

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

June 15, 2016

\_\_\_\_\_  
Date

**FEDERAL PROGRAMS**  
**SOURCE OF FUNDS**

June 15, 2016

	FEDERAL THRU STATE REVENUE 47100	TOTAL AMENDMENT AMOUNT	DATE APPROVED BY BOARD
<b>BUDGET AMENDMENTS</b>			
Title II Part A, Teacher & Principal Training & Recruiting	4,558	4,558	3/17/2016
Title III, English Language Acquisition	4,251	4,251	3/17/2016
School Improvement Grant CGLA		-	4/21/2016
School Improvement Grant IZONE Schools		-	4/21/2016
Title I, Improving Basic Programs	62,033	62,033	5/19/2016
Title II Part A, Teacher & Principal Training & Recruiting		-	5/19/2016
Safe Schools		-	5/19/2016
Title III, English Language Acquisition		-	5/19/2016
Focus Schools		-	5/19/2016
IDEA Part B		-	5/19/2016
Carl Perkins Vocational Grant		-	5/19/2016
Total	<u>70,842</u>	<u>70,842</u>	

**FEDERAL PROGRAMS  
USE OF FUNDS**

June 15, 2016

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	SPECIAL EDUCATION INSTRUCTION 71200	VOCATIONAL INSTRUCTION 71300	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	SPECIAL EDUCATION SUPPORT 72220	VOCATIONAL SUPPORT 72230	TRANSPORTATION 72710	INDIRECT COSTS 99000	TOTAL AMENDMENT AMOUNT	DATE APPROVED BY BOARD
Title II Part A, Teacher & Principal Training & Recruiting					4,480				78	4,558	3/17/2016
Title III, English Language Acquisition	42,094				(36,889)				(954)	4,251	3/17/2016
School Improvement Grant CGLA	(1,300)			4,300	(3,000)					-	4/21/2016
School Improvement Grant IZONE Schools				2,444	(2,444)					-	4/21/2016
Title I, Improving Basic Programs	140,223			(1,766)	(85,903)			8,963	516	62,033	5/19/2016
Title II Part A, Teacher & Principal Training & Recruiting	(39,392)				39,392					-	5/19/2016
Safe Schools	476				(476)					-	5/19/2016
Title III, English Language Acquisition	3,815				(3,815)					-	5/19/2016
Focus Schools	700				(700)					-	5/19/2016
IDEA Part B		(2,010)		7,000			788	(5,000)	(778)	-	5/19/2016
Carl Perkins Vocational Grant			44,454	(34,513)			(9,019)		(922)	-	5/19/2016
Total	146,616	(2,010)	44,454	(22,535)	(89,355)	788	(9,019)	3,963	(2,060)	70,842	

**SELF FUNDED PROGRAMS**  
**SOURCE OF FUNDS**

June 15, 2016

	INVESTMENTS 11807	RESTRICTED FOR EDUCATION FUND BALANCE 34555	CHARGES FOR CURRENT SERVICES 43000	OTHER LOCAL REVENUES 44000	TOTAL AMENDMENT AMOUNT	DATE APPROVED BY BOARD
<b>BUDGET AMENDMENTS</b>						
Bible History Teachers				76,750	76,750	3/17/2016
Therapy Services		280,243			280,243	4/21/2016
Character Education				5,500	5,500	4/21/2016
Photography			80,000		80,000	4/21/2016
Work Study		2,604			2,604	4/21/2016
School Paid Positions				43,104	43,104	4/21/2016
Ochs-Oakes Award	2,250				2,250	4/21/2016
Total	2,250	282,847	80,000	125,354	490,451	

**SELF FUNDED PROGRAMS**  
**USE OF FUNDS**

June 15, 2016

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	SPECIAL EDUCATION INSTRUCTION 71200	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	FISCAL SERVICES 72510	COMMUNITY SERVICES 73300	EARLY CHILDHOOD EDUCATION 73400	TOTAL AMENDMENT AMOUNT	DATE APPROVED BY BOARD
Bible History Teachers	76,750							76,750	3/17/2016
Therapy Services		280,243						280,243	4/21/2016
Character Education				5,500				5,500	4/21/2016
Photography						80,000		80,000	4/21/2016
Work Study					2,604			2,604	4/21/2016
School Paid Positions	(2,124)		4,737	11,139		2,153	27,199	43,104	4/21/2016
Ochs-Oakes Award	2,250							2,250	4/21/2016
Total	76,876	280,243	4,737	16,639	2,604	82,153	27,199	490,451	

**GENERAL PURPOSE FUND**  
**SOURCE OF FUNDS**

June 15, 2016

	RESTRICTED FOR EDUCATION FUND BALANCE 34555	RESTRICTED FOR INSTRUCTION FUND BALANCE 34560	COMMITTED FOR EDUCATION FUND BALANCE 34655	UNASSIGNED FUND BALANCE 39000	OTHER LOCAL REVENUES 44000	TOTAL AMENDMENT AMOUNT	DATE APPROVED BY BOARD
<b>BUDGET AMENDMENTS</b>							
Appropriation of Committed for Education Fund Balance			58,507			58,507	2/18/2016
Appropriation of Restricted Fund Balance	101,024	43,185			(144,209)	-	3/17/2016
General Operating Budget Transfers						-	3/17/2016
General Operating Budget Transfers						-	4/21/2016
Appropriation of Committed for Education Fund Balance			984,686			984,686	5/19/2016
General Operating Budget Transfers						-	5/19/2016
Appropriation of Unassigned Fund Balance				913,600		913,600	6/16/2016
Total	101,024	43,185	1,043,193	913,600	(144,209)	1,956,793	

**GENERAL PURPOSE FUND  
USE OF FUNDS**

June 15, 2016

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	SPECIAL EDUCATION INSTRUCTION 71200	VOCATIONAL EDUCATION INSTRUCTION 71300	ATTEN- DANCE 72110	OTHER STUDENT SUPPORT 72130	REGULAR SUPPORT 72210	SPECIAL SUPPORT 72220	VOCATIONAL ED SUPPORT 72230	DIRECTOR OF SCHOOLS 72320	FISCAL SERVICES 72510	HUMAM RESOURCES SERVICES 72520	OPERATION OF PLANT 72610	MAINTENANCE OF PLANT 72620	TRANS- PORTATION 72710	CENTRAL & OTHER 72810	TRANSFER 99100	TOTAL AMOUNT	DATE APPROVED BY BOARD
Appropriation of Committed for Education Fund Balance	58,507																58,507	2/18/2016
Appropriation of Restricted Fund Balance																	-	3/17/2016
General Operating Budget Transfers												(550,000)	(61,200)	(41,300)		550,000	-	3/17/2016
General Operating Budget Transfers	1,990	1,749				(45,524)						144,285					-	4/21/2016
Appropriation of Committed for Education Fund Balance	952,262					32,424											984,686	5/19/2016
General Operating Budget Transfers	(1,003,137)	(16,000)	98,241	3,030	(11,809)	571,831	11,657	10,000	230,000	1,714	(6,039)			(200,000)	(2,384)	312,896	-	5/19/2016
Appropriation of Unassigned Fund Balance																913,600	913,600	6/16/2016
<b>Total</b>	<b>9,622</b>	<b>(14,251)</b>	<b>98,241</b>	<b>3,030</b>	<b>(11,809)</b>	<b>558,731</b>	<b>11,657</b>	<b>10,000</b>	<b>230,000</b>	<b>1,714</b>	<b>(6,039)</b>	<b>(405,715)</b>	<b>(61,200)</b>	<b>(241,300)</b>	<b>(2,384)</b>	<b>1,776,496</b>	<b>1,956,793</b>	



# Hamilton County Board of Commissioners RESOLUTION

No. 616-19

A RESOLUTION ACCEPTING THE BID OF WINDROCK ENTERPRISES, INC. FOR SMALL KITCHEN ITEMS AND EQUIPMENT FOR THE MIDDLE VALLEY ELEMENTARY SCHOOL FOR THE BOARD OF EDUCATION AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for unit pricing for small kitchen items and equipment for the Board of Education; and,

WHEREAS, the bid from Windrock Enterprises, Inc. 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 Windrock Enterprises, Inc. for small kitchen items and equipment for the Middle Valley Elementary School for the Board of Education 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

June 15, 2016

\_\_\_\_\_  
Date

## GENERAL CONDITIONS SMALL EQUIPMENT

### I. GENERAL INSTRUCTIONS AND REQUIREMENTS

- A. **Bid Number:** The County has assigned the following identification number to this document. This number should be referenced in all communications regarding the bid:

**Bid# 0516-158: Small Kitchen Equipment for Middle Valley Elementary School**

- B. **Point of Contact:** This bid is issued by the Purchasing Department of Hamilton County, Tennessee. The contact for questions concerning the bid specifications should be directed to Ms. Julie Bridges, Department of Education, School Nutrition Program at 423-209-5660 or 423-209-5600.

Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department, at 423-209-6350.

### II. BID PROCEDURES AND GUIDELINES

#### A. **Submission of Bids**

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 May 26, 2016 to the Hamilton County Purchasing Director at the address specified below. Additionally, one (1) digital document in "Excel" format properly recorded on its own otherwise blank, standard CD-R recordable disk labeled: **Bid#0516-158: Small Kitchen Equipment for Middle Valley Elementary School from {insert your company name here}**. The Certificate of Compliance and Authorization to Bind forms are to be signed and returned in the bid package.

The sealed bid response envelope shall be clearly labeled as "**BID# 0516-158: Small Kitchen Equipment for Middle Valley Elementary School**". If the response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

**Please note that the receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FEDEX, UPS, etc.) the County mail system or any other Department other than Purchasing does not constitute receipt of**

Bid#: 0516-158 Small Kitchen Equipment  
Middle Valley Elementary School  
Hamilton County, TN

**a bid by the Purchasing Department. All bids must be received in the Purchasing Department by the specified deadline.**

<u>DELIVERY ADDRESS</u>
Gail B. Roppo
Director of Purchasing
Bid # 0516-158: Small Kitchen Equipment for Middle Valley Elementary School <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

**B. Opening of Bids for Evaluation**

Bids are scheduled to be opened for evaluation on May 26, 2016 at 10:30 a.m. (ET). As stated in Section II.A. (above), no bids will be accepted once the opening time has arrived.

**C. Bid Award**

Purchaser reserves the right to award a lump sum bid for all items listed or to separate and choose items individually. This decision will be at the sole discretion of the purchaser. **Qualified or conditional bids will not be accepted.**

Vendor, by the act of submitting a bid, accepts the terms and conditions as listed.

**III. BID SPECIFICATIONS**

**A. Item Listing**

Kitchen items and manufacturers listed are preferred. Estimated volumes for each item are included, but are subject to change to accommodate enrollment.

**If bidding an alternate, a list of all deviations from these specifications must be attached. Include catalog cuts with full description and specifications for any alternate products. Vendor may be required to provide sample unit for inspection if bidding any alternate product. Alternates will not be considered unless actual product cut sheets, with full specifications, are attached to the**

Bid#: 0516-158 Small Kitchen Equipment  
Middle Valley Elementary School  
Hamilton County, TN

**bid. Alternate bids or substitutions for discontinued items must be pre-approved by Julie Bridges at (423) 209-5660 or bridges\_julie@HCDE.org**

**Pre-approved alternates** are to be accompanied with catalog cuts with full description and specifications for the alternate product. Vendor may be required to provide sample unit for inspection if bidding any alternate product.

Vendor will maintain unit cost pricing through December 31, 2016. All Unit Cost Pricing must include all shipping/delivery charges to 2501 Dodds Avenue, Chattanooga, TN 37407. **Following initial purchase, Purchaser reserves the right to purchase at Unit Cost per item plus freight charges for any school in the system through December 31, 2016.**

**B. Delivery and Installation Requirements**

Deliveries must be made Monday through Thursday, between the hours of 8:00 a.m. and 2:00 p.m.

Two days advance notice required prior to delivery. Items will be delivered to School Nutrition Central Warehouse at: 2501 Dodds Avenue, Chattanooga, TN 37407. Please contact Julie Bridges prior to delivery (**two days notice**) at (423) 209-5660.

**C. Shipping Dates**

No equipment will be accepted **before**: June 30, 2016

All equipment must be on site **no later than**: July 13, 2016

**D. Damages and Item Replacement**

Any items which are determined to be damaged after installation and during the warranty period must be evaluated and replaced or repaired within 2 weeks of report of the problem to the bidding company.

**E. Insurance Requirements**

Hamilton County requires that the successful bidder have the following insurance coverages at the time of delivery and installation:

Bid#: 0516-158 Small Kitchen Equipment  
Middle Valley Elementary School  
Hamilton County, TN

1. *Commercial General Liability Insurance*: \$1,000,000 per occurrence for property damage and bodily injury. The proposer should 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:
2.
  - i. Premise/Operations
  - ii. Products/Completed Operations
  - iii. Contractual
  - iv. Independent Contractors
  - v. Broad Form Property Coverage
  - vi. Personal Injury

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.

Proof of Insurance must be provided by the successful bidder at the time the bid is awarded.

**F. Payment Terms**

Payment will be made for items as they are satisfactorily delivered and installed, free of defect.

**CERTIFICATE OF COMPLIANCE**

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with all provisions of this RFP and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. Hamilton County's Disadvantaged Business Enterprise guidelines;
6. the Drug Free Workplace statement;
7. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
8. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Bid#: 0516-158 Small Kitchen Equipment  
Middle Valley Elementary School  
Hamilton County, TN

### 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

**Bid# 0516-158 Small Kitchen Equipment for Middle Valley Elementary  
Hamilton County, TN**

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

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit Cost	Extended Cost
					Including Freight	Including Freight
1	Apron, cloth, bib type, 28" x 25" with 3 compartment pockets, white	San Jamer 612BAFH	24	each		
2	Apron, Vinyl Bib, tough vinyl coating with cotton backing 22"x 33"		6	each		
3	Beverage Dispenser graduated, srping faucet	Carlisle10820	6	each		
4	Blade for Procut Slicer	Vollrath 653	2	each		
5	Bowl Brushes and Holder 141/2 Polyprope	Rubbermaid 27234,27235	1	each		
6	Bowls, 13 quart, stainless steel	CrestwareMPB13	4	each		
7	Bowls, 20 quart, stainless steel	CrestwareMPB20	4	each		
8	Bowls, 4 quart stainless steel	CrestwareMPBO4	2	each		
9	Bowls, 8 quart stainless steel	CrestwareMPB08	4	each		
10	Brushes, long handles, nylon bristles 20" extra heavy handle	Carlisle40500	2	each		
11	Brushes, pastry natural light sterilized bristle 3" width, 2 1/4" Poly High Heat Bristle 400 Degreee	CrestwarePBF30	12	each		
12	Brushes, pot, 5"x 5" polyester bristles	Carlisle40545	2	each		
13	Brushes, short hndl/pot & pan brush w/palmyra fiber 2" trm 9 1/2lg	Carlisle45463	2	each		
14	Brushes, tank and kettle "flare head" design Head 7.5" #40041@ / Handle 36" #40230@ 5 1/2 x 7 1/2	Carlisle40041/40230	1	each		
15	Brushes, vegetable circular	Carlisle40164	4	each		
16	Brute Container, 44 gal, grey, w/lid	RubberFG264300	4	each		
17	Brute Container, 32 gal, grey, w/ lid	RubberFG263200	6	each		
18	Brute Dolly for FG263200	RubberFG264000	14	each		
19	Cleaning bucket w/handle - Green	San JamarKP256RD	6	each		
20	Collander, 13 quart, s/s	CrestwareCOL13	4	each		
21	Collander, 8 quart, s/s	CrestwareCOLO8	4	each		
22	Cooling paddle 128 oz-41113		2	each		
23	Cooling paddle 64 oz -39500	San Jamar RCD 128	2	each		
24	Covered Pitchers, clr	Rubber 1777155	6	each		
25	Cutting boards 15"x 20"x1/2" thick plastic white	CrestwarePCB1520	12	each		
26	Cutting boards, 12"x18"x 1/2" thick plastic red	CrestwarePCB1218R	6	each		
27	Digital Two Poundd Portion Control Scale	Taylor TE32C	4	each		
28	Dishwasher racks, peg style, gray	vollrath 52672	10	each		
29	Dust pan/Broom/combwo/clip-lobby	RubberFG2534/2536/2535	4	each		
30	Dustpan/Broom/combo w/clip-lobby	Rubber FG2534/2536/2525	4	each		
31	First Aid Kit 25 man first id kit	ANSI standards	1	each		
32	Food storage box 18"x12" x3 1/2" deep cambro clear	Carlisle10610	6	each		
33	Food storage box 18"x26"x3 1/2 deep cambro clear	Carlisle10620	6	each		
34	Food storage box lid 18"x26" cambro clear	Carlisle10627	6	each		
35	Food storage container 12 quart square cambro	Carlisle10724	6	each		
36	Food storage container 8 quart square cambro	Carlisle10723	12	each		
37	Food storage container lid 12 quart cambro blue	Carlisle10742	6	each		
38	Food storage container lid 8 quart orange cambro	Carlisle10741	12	each		
39	Food storage container lid, 4 quart cambro Green	Carlisle10740	12	each		
40	Food storage container, 4 quart square cambro clear	Carlisle10721	12	each		
41	Food storage lid 18"x12" clear	Carlisle10617	6	each		
42	Forks, cooks 12" s/s tined	DexterS912CP	2	each		
43	Forks, untility 10" s/s tined	DexterS203CP	2	each		
44	Full size open end racks, gray	vollrath 5268	6	each		
45	Fullsize flatware rack, gray	vollrath 52671	4	each		
46	Glove, Cut Resistant Sani-Safe Gloves - MicroGard-Washable	San JamarDFG1000	4	each		

**Bid# 0516-158 Small Kitchen Equipment for Middle Valley Elementary  
Hamilton County, TN**

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

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit Cost	Extended Cost
					Including Freight	Including Freight
47	Glove, Insulated Freezer	San Jamar20PD	8	each		
48	Glove, Oven Mitt	San Jamar20PD	4	each		
49	Grater/shredder, hand	CrestwareSSG4	2	each		
50	Handtruck	Wesco 126 D	1	each		
51	Heavy duty one piece Utilty Tongs 12 in	Vollrath 42256	12	each		
52	Heavy duty one piece Utilty Tongs 6 "in	Vollrath 59647	12	each		
53	High Power Immersion Blender	Waring 800-120	1	each		
54	Ingredient bins, white polyethlene with clear covers and scoop,29 1/4x13x28 with 3" heavy duty casters	rubbermaid 27089	4	each		
55	Ingredient scoops, clear polycarbonate	Continental9932	4	each		
56	Knife sharpener manual	Tablecraft E5698	1	each		
57	Knives, bread 9" blade s/s plastic off set handle Soft Grip	DexterSG147	6	each		
58	Knives, butcher 8"	Dexter S112-8-PCP	4	each		
59	Knives, french 10" blade s/s plastic handle Soft Grip	DexterSG145	6	each		
60	Knives, paring 3" blade s/s plastic handle Soft Grip	DexterSG104	24	each		
61	Knives, sandwich 9" s/s plastic off set handle Soft Grip	DexterSG1639SC	3	each		
62	Ladder , 3 step steel stool	Rubbermaid	1	each		
63	Ladle 1oz s/s curved handle	CrestwareCL01	4	each		
64	Ladle 2 oz s/s curved handle	CrestwareCL02	6	each		
65	Ladle 4 oz s/s curved handle	Crestware	6	each		
66	Ladle 6oz s/s curved handle	CrestwareCL06	6	each		
67	Ladle 8 oz s/s curved handle	CrestwareCL08	6	each		
68	Measures 2 quart - luminum graduated level marked w/handle		4	each		
69	Measures 1 cup - aluminum graduated level marked w/handle		3	each		
70	Measures, 1 quart - aluminum graduated level marked w/ handle	CrestwareMEA01	3	each		
71	Measures, 1 gallon - aluminum graduated level marked w/ handle	CrestwareMEA04	6	each		
72	Measuring cups set 1 cup, 1/2 cup, 1/4 cup, 1/3 cup, 2/3 cup 3/4 cup aluminum 4 Cup Set-Stainless	CrestwareMEACPHD	6	each set		
73	Measuring spoon sets 1Tbsp, 1tsp, 1/2 tsp, 1/4 tsp aluminum	CrestwareMEASPHD	6	each set		
74	Medium Duty Bagged Tuf-Mat, 3'x5', black	San Jamar KM2100B	4	each		
75	Milk crate dolly	KelmaxSSD1414	1	each		
76	Mop Bucket w/ ringer combo	Rubber80437	3	each		
77	Onion King Cutter	Vollrath 501N	1	each		
78	Opener can electric Edlund heavy duty	Edlund266/115	1	each		
79	Opener, can manual Edlund with #1 gear	Edlund #1	2	each		
80	Paddle, 36" s/s 4"x6" blade	CrestwareMP36	1	each		
81	Pail Openers	Table Crft 294332	4	each		
82	Pan Handle sleeve 3'w x 6"1		4	each		
83	Pan lid steamtable 12"x10" half size s/s 22 gauge	Crestware5120	12	each		
84	Pan lid steamtable 12"x20" full size s/s 22 gauge	Crestware5000	24	each		
85	Pan lid steamtable 6"x20" half size s/s/ 22 guage	Crestware5220	12	each		
86	Pan steamtable 12"x10" x 4" half size s/s 22 gauge solid construction smooth lip	Crestware2124	12	each		
87	Pan steamtable 6"x20"x4" half size s/s 22 gauge solid construction smooth lip	Crestware2224	60	each		
88	Pan, sheet 18"x26"x1" standard weight aluminum alloy, Edges rolled under to form a smooth lip 22 gauge	Lincoln9002	144	each		
89	Pans, baking 12"x18"x2" aluminum	CrestwareABP1117	12	each		
90	Pans, steamstable 12"x20" x4" full size perforated s/s 22 gauge solid construction, smooth lip	Crestware5004	24	each		

**Bid# 0516-158 Small Kitchen Equipment for Middle Valley Elementary  
Hamilton County, TN**

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

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit Cost	Extended Cost
					Including Freight	Including Freight
91	Pans, steamtable 12"x10" X 2 1/2" half size s/s 22 gauge solid construction smooth lip	Crestware2122	12	each		
92	Pans, steamtable 12"x20"x 2 1/2" full size perforated, s/s 22 gauge solid construction, smooth lip	Crestware5002P	72	each		
93	Pans, steamtable 12"x20"x2 1/2 " full size s/s 22 gauge solid construction, smooth lip	Crestware2002	144	each		
94	Pans, steamtable 12"x20"x4" full size s/s 22 gauge solid construction, smooth lip	Crestware2004	144	each		
95	Pans, Sheet half, 18" x 13" x 1" standard aluminum alloy, edges rolled under to form a smooth lip	Lincoln9002	144	each		
96	Peeler vegetable s/s	Carlisle6020	4	each		
97	Percolator 30 cup. Aluminum Commercial	Regal Ware58230	1	each		
98	Percolator 55 cup. Aluminum Commercial	Regal Ware59055	1	each		
99	Pizza cutter	DexterP177A	6	each		
100	Polycarbonate food pans, 4" half pans, black	Caabro 24CW	12	each		
101	Polycarbonate food pans, 4" half, long, black	Cambro24LPCW	12	each		
102	Pot Handlers 9X11 Terry & Canvas w/Steam Barrier & Wrist Strap	Best Value803PG	12	each		
103	Safety glasses chemical splash without ant-fog lens; adjustable fits over most prescription eyeware	Uline s-7022	4	each		
104	Sanitizing bucket w/handle - Red Kleen-pail	San JamarKP256RD	6	each		
105	Scale 25 pound capacity 2 ounce increment enamel top load dial s/s platform increment s/s platform	TaylorTS25KL	3	each		
106	Scale rotating dial, 32 oz x 1/4 oz	Taylor	3	each		
107	Scoop # 10 molded handle Hamilton Beach/Vorath	Crestware D10	2	each		
108	Scoop #30 molded handle Hamilton Beach/Vorath	CrestwareD30	4	each		
109	Scoop #5 molded handle Hamilton Beach/Vorath	CrestwareD05	12	each		
110	Scoop #6 molded handle, Hamilton Beach/Vorath	CrestwareD06	12	each		
111	Scoop #8 molded handle Hamilton Beach/Vorath	CrestwareD08	12	each		
112	Scoop clear ploy carbonate 6 oz	CambroSCP6CW	2	each		
113	Scoop clear ploy carbonate, 12 oz	SCP12CW	2	each		
114	Scoop clear ploy carbonate, 24oz	CambroSCP24CW	2	each		
115	Scraper plate large plastic	CrestwarePS165	12	each		
116	Scraper plate small plastic	CrestwarePS95	12	each		
117	Sectionizer Wedger blade, apple corer and sectioner to fit above	Sunkist S-34	2	each		
118	Sectionizer, fruit and vegetable, 6 wedge blade cup and plunger	Sunkist S-102	2	each		
119	Spatula 6" blade s/s	Dexter S284-6	12	each		
120	Spatula 8" blade s/s	Dexter S284-8	12	each		
121	Spreader sandwich 3 1/2" blade s/s Soft Grip	Dexter SG173	6	each		
122	Spoodle 2 oz perforated	crestware	6	each		
123	Spoodle 2 oz solid	CrestwareSP02	12	each		
124	Spoodle 3oz perforated	Crestware SPO3P	12	each		
125	Spoodle 3oz solid	CrestwareSPO3	12	each		
126	Spoodle 4oz perforated	CrestwareSPO4P	24	each		
127	Spoodle 4oz solid	CrestwareSPO4	24	each		
128	Spoodle 6 oz	CrestwareSP06	12	each		
129	Spoodle 6 oz perforated	CrestwareSP06P	12	each		
130	Spoodle 8 oz perforated	CrestwareSP08P	12	each		
131	Spoodle 8 oz solid aluminum	CrestwareSP08P	12	each		

**Bid# 0516-158 Small Kitchen Equipment for Middle Valley Elementary  
Hamilton County, TN**

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

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Unit Cost	Extended Cost
					Including Freight	Including Freight
132	Spoon 13" slotted s/s one piece	CrestwareSLP13	6	each		
133	Spoon 13" solid s/s one piece	CrestwareSDP13	12	each		
134	Spoon 15" slotted s/s one piece	CrestwareSLP15	6	each		
135	Spoon 15" solid s/s one piece	CrestwareSDP15	12	each		
136	Spueeze Dish # 6 2/3 cup	Vollrath 47390	12	each		
137	Squeege w/handle	Carlisle41568/45267	2	each		
138	Squeeze Dish #8 1/2 cup, Nsf-F	Vollrath 47150	12	each		
139	Step-on can with ridgeline, white	Rubber FG614200	8	each		
140	Strainer 10" bowl	CrestwareWHSSF10	1	each		
141	Strainer 8 quart	CrestwareWHSSF8	1	each		
142	Thermometer freezer/refrigerator	CrestwareTRMLR80	24	each		
143	Thermometer probe for food metal with plastic cover	CrestwareTRM220C	12	each		
144	Tomato Procut Slicer	Vollrath0643N	1	each		
145	Tongs s/s 9" heavy -Duty one piece stainless steel	42677 Vollrath	36	each		
146	Trays display 18"x26" Camlite by Cambro COLOR Black "Market Tray"	Cambro1826MT	48	each		
147	Trays lunch six compartment "2x2" Style - 8 3/4"x15" #186 6 compartment: 4 rectangular, 1 round, 1 silverware, red color	Cambro 915CP-186	700	each		
148	Trays, Customizable Café 10"x14" Red Standard Plastic Fast Food Trays, 24 per case.	Carlisle CT101403	34 cs.	case		
149	Utility Cart, 2 shelf heavy duty	Lakeside LAK 492	4	each		
150	Utility Cart, 3 shelf	Cambro BC340KD	6	each		
151	Utility Cart, 3 shelf heavy duty	Lakeside LAK 722	6	each		
152	Wast container dolly fits 55 gal containers	RUB 2646	4	each		
153	Waste container flat lid 55	RUB 265400	4	each		
154	Waste containers-built in handle 55 gal	RUB 2655	4	each		
155	Wet Floor Signs "caution" lightweight and versatile two sided	Rubber 627600	4	each		
156	Whisk attachment for Immersion Blender above, 10 "	Waring 800-164	1	each		
157	Wire whip 12"	CrestwareFW12	4	each		
158	Wire whip 18"	CrestwareFW18	4	each		



## 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](mailto: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**

5/12/2016 8:36 AM Eastern

Solicitation Title: Small Kitchen Equipment  
 Number: 0516-158  
 Bids Due: 5/26/2016 10:30:00 AM Eastern  
 Status: Open

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5/12/2016 8:36:19AM	Eastern	Linda Chumbler	<a href="#">0516-158 - Small Kitchen Equipment</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access the bid documents.	120	0

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**Please run the attached ad on May 12, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for Small Kitchen Equipment for Middle Valley Elementary School will be opened at 10:30 A.M. (ET) on May 26, 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](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



**Bid# 0516-158 Small Kitchen Equipment for Middle Valley Elementary  
Hamilton County, TN**

**26-May-16**

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Pueblo Hotel Supply	PASCO Brokerage Inc.	Calico Industries Inc.	Windrock Enterprises Inc.
1	Apron, cloth, bib type, 28" x 25" with 3 compartment pockets, white	San Jamer 612BAFH	24	each	\$8.21	\$9.15	\$7.94	\$9.06
2	Apron, Vinyl Bib, tough vinyl coating with cotton backing 22"x 33"		6	each	\$5.80	\$11.40	\$48.64	\$14.11
3	Beverage Dispenser graduated, srping faucet	Carlisle10820	6	each	\$45.42	\$54.50		\$50.84
4	Blade for Procut Slicer	Volrath 653	2	each	\$29.53	\$27.45	\$3.78	\$31.84
5	Bowl Brushes and Holder 14 1/2 Polyprope	Rubbermaid 27234,27235	1	each	\$4.16	\$19.35	\$3.94	\$2.97
6	Bowls, 13 quart, stainless steel	CrestwareMPB13	4	each	\$4.01	\$4.95	\$7.24	\$5.40
7	Bowls, 20 quart, stainless steel	CrestwareMPB20	4	each	\$8.47	\$8.50	\$1.58	\$9.25
8	Bowls, 4 quart stainless steel	CrestwareMPBO4	2	each	\$1.93	\$1.95	\$2.48	\$2.11
9	Bowls, 8 quart stainless steel	CrestwareMPB08	4	each	\$3.01	\$3.25	\$7.88	\$3.50
10	Brushes, long handles, nylon bristles 20" extra heavy handle	Carlisle40500	2	each	\$10.15	\$9.00	\$3.24	\$10.63
11	Brushes, pastry natural light sterilized bristle 3" width, 2 1/4" Poly High Heat Bristle 400 Degree	CrestwarePBF30	12	each	\$7.16	\$1.65	\$5.44	\$1.78
12	Brushes, pot, 5"x 5" polyester bristles	Carlisle40545	2	each	\$6.38	\$6.55	\$3.06	\$5.33
13	Brushes, short hndl/pot & pan brush w/palmyra fiber 2" trm 9 1/2lg	Carlisle45463	2	each	\$2.97	\$4.50	\$25.92	\$2.88
14	Brushes, tank and kettle "flare head" design Head 7.5" #40041@ / Handle 36" #40230@ 5 1/2 x 7 1/2	Carlisle40041/40230	1	each	\$28.62	\$29.00	\$6.24	\$31.10
15	Brushes, vegetable circular	Carlisle40164	4	each	\$7.27	\$7.10	\$44.18	\$5.90
16	Brute Container, 44 gal, grey, w/lid	RubberFG264300	4	each	\$51.71	\$46.45	\$25.46	\$54.58
17	Brute Container, 32 gal, grey, w/ lid	RubberFG263200	6	each	\$32.47	\$29.05	\$33.74	\$32.70
18	Brute Dolly for FG263200	RubberFG264000	14	each	\$48.27	\$33.15	\$5.49	\$38.89
19	Cleaning bucket w/handle - Green	San JamarKP256RD	6	each	\$5.07	\$8.30	\$6.54	\$6.13
20	Collander, 13 quart, s/s	CrestwareCOL13	4	each	\$11.67	\$6.65	\$3.84	\$7.24
21	Collander, 8 quart, s/s	CrestwareCOLO8	4	each	\$7.71	\$5.10		\$5.52
22	Cooling paddle 128 oz-41113		2	each	\$29.18	\$32.15		\$31.84
23	Cooling paddle 64 oz -39500	San Jamar RCD 128	2	each	\$21.22	\$27.40		\$23.45
24	Covered Pitchers, clr	Rubber 1777155	6	each	\$8.13	\$7.40	\$8.44	\$10.00
25	Cutting boards 15"x 20"x1/2" thick plastic white	CrestwarePCB1520	12	each	\$9.31	\$9.45	\$6.44	\$10.26
26	Cutting boards, 12"x18"x 1/2" thick plastic red	CrestwarePCB1218R	6	each	\$6.73	\$9.75	\$47.58	\$10.62
27	Digital Two Poundd Portion Control Scale	Taylor TE32C	4	each	\$47.58	\$57.00	\$18.68	\$53.10
28	Dishwasher racks, peg style, gray	vollrath 52672	10	each	\$17.44	\$16.50		\$21.59
29	Dust pan/Broom/combwo/clip-lobby	RubberFG2534/2536/2535	4	each	\$22.62	\$19.60		\$28.87
30	Dustpan/Broom/combwo w/clip-lobby	Rubber FG2534/2536/2525	4	each	\$22.62	DUPLICATE		\$28.87
31	First Aid Kit 25 man first id kit	ANSI standards	1	each	\$46.82	\$64.90	\$10.64	\$64.37
32	Food storage box 18"x12" x3 1/2" deep cambro clear	Carlisle10610	6	each	\$12.70	\$11.50	\$20.94	\$11.09
33	Food storage box 18"x26"x3 1/2 deep cambro clear	Carlisle10620	6	each	\$23.24	\$21.00	\$13.70	\$20.16
34	Food storage box lid 18"x26" cambro clear	Carlisle10627	6	each	\$15.75	\$14.25	\$10.24	\$10.70
35	Food storage container 12 quart square cambro	Carlisle10724	6	each	\$12.19	\$11.00	\$6.94	\$13.54
36	Food storage container 8 quart square cambro	Carlisle10723	12	each	\$8.42	\$8.00	\$3.54	\$7.42
37	Food storage container lid 12 quart cambro blue	Carlisle10742	6	each	\$2.63	\$2.75	\$2.34	\$2.28
38	Food storage container lid 8 quart orange cambro	Carlisle10741	12	each	\$1.79	\$2.40	\$1.94	\$1.79
39	Food storage container lid, 4 quart cambro Green	Carlisle10740	12	each	\$1.49	\$2.20	\$4.74	\$1.46
40	Food storage container, 4 quart square cambro clear	Carlisle10721	12	each	\$5.97	\$6.30	\$6.64	\$5.18
41	Food storage lid 18"x12" clear	Carlisle10617	6	each	\$7.91	\$7.60		\$6.84
42	Forks, cooks 12" s/s tined	DexterS912CP	2	each	\$31.10	\$32.50		\$34.51
43	Forks, untility 10" s/s tined	DexterS203CP	2	each	\$12.42	\$15.00	\$25.76	\$14.81
44	Full size open end racks, gray	vollrath 5268	6	each	\$24.04	\$22.85	\$18.25	\$28.55
45	Fullsize flatware rack, gray	vollrath 52671	4	each	\$17.44	\$17.00		\$21.93
46	Glove, Cut Resistant Sani-Safe Gloves - MicroGard-Washable	San JamarDFG1000	4	each	\$12.57	\$14.20		\$13.42
47	Glove, Insulated Freezer	San Jamar20PD	8	each	\$6.37	\$14.80		\$13.84
48	Glove, Oven Mitt	San Jamar20PD	4	each	\$2.95	\$9.75	\$3.44	\$15.24
49	Grater/shredder, hand	CrestwareSSG4	2	each	\$2.34	\$3.00		\$3.26

**Bid# 0516-158 Small Kitchen Equipment for Middle Valley Elementary  
Hamilton County, TN**

**26-May-16**

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Pueblo Hotel Supply	PASCO Brokerage Inc.	Calico Industrlres Inc.	Windrock Enterprises Inc.
50	Handtruck	Wesco 126 D	1	each	\$94.75	\$195.00		\$246.95
51	Heavy duty one piece Utility Tongs 12 in	Vollrath 42256	12	each	\$3.28	\$5.05		\$6.04
52	Heavy duty one piece Utility Tongs 6 "in	Vollrath 59647	12	each	\$3.02	\$2.80		\$3.33
53	High Power Immersion Blender	Waring 800-120	1	each	\$344.49	\$314.00	\$244.94	\$490.32
54	Ingredient bins, white polyethylene with clear covers and scoop,29 1/4x13x28 with 3" heavy duty casters	rubbermaid 27089	4	each	\$266.27	\$242.15	\$6.94	\$351.04
55	Ingredient scoops, clear polycarbonate	Continental9932	4	each	\$7.79	33.00	\$22.80	\$9.10
56	Knife sharpener manual	Tablecraft E5698	1	each	\$10.76	20.20		\$12.85
57	Knives, bread 9" blade s/s plastic off set handle Soft G	DexterSG147	6	each	\$17.74	\$18.75		\$21.26
58	Knives, butcher 8"	Dexter S112-8-PCP	4	each	\$17.84	\$19.75		\$21.40
59	Knives, french 10" blade s/s plastic handle Soft Grip	DexterSG145	6	each	\$23.54	\$25.00		\$28.24
60	Knives, paring 3" blade s/s plastic handle Soft Grip	DexterSG104	24	each	\$4.91	\$5.40		\$11.67
61	Knives, sandwich 9" s/s plastic off set handle Soft Gr	DexterSG1639SC	3	each	\$13.81	\$15.75	\$158.64	\$16.59
62	Ladder , 3 step steel stool	Rubbermaid	1	each	\$69.20	\$64.90	\$1.08	\$49.50
63	Ladle 1oz s/s curved handle	CrestwareCL01	4	each	\$0.77	\$1.10	\$1.38	\$1.17
64	Ladle 2 oz s/s curved handle	CrestwareCL02	6	each	\$0.88	\$1.40	\$2.08	\$1.47
65	Ladle 4 oz s/s curved handle	Crestware	6	each	\$1.18	\$1.70	\$2.08	\$1.86
66	Ladle 6oz s/s curved handle	CrestwareCL06	6	each	\$1.43	\$2.10	\$2.48	\$2.28
67	Ladle 8 oz s/s curved handle	CrestwareCL08	6	each	\$1.57	\$2.35	\$4.54	\$2.56
68	Measures 2 quart - luminum graduated level marked w/handle		4	each	\$6.65	\$4.50	\$2.78	\$4.86
69	Measures 1 cup - aluminum graduated level marked w/handle		3	each	\$1.28	\$0.70	\$2.84	\$0.69
70	Measures, 1 quart - aluminum graduated level marked w/ handle	CrestwareMEA01	3	each	\$4.30	\$3.05	\$7.44	\$3.32
71	Measures, 1 gallon - aluminum graduated level marked w/ handle	CrestwareMEA04	6	each	\$10.95	\$7.15	\$2.54	\$7.77
72	Measuring cups set 1 cup, 1/2 cup, 1/4 cup,1/3 cup, 2/3 cup 3/4 cup aluminum 4 Cup Set-Stainless	CrestwareMEACPHD	6	each set	\$2.35	\$4.50	\$0.51	\$4.86
73	Measuring spoon sets 1Tbsp,1tsp, 1/2 tsp, 1/4 tsp alum	CrestwareMEASPHD	6	each set	\$0.51	\$2.15		\$2.31
74	Medium Duty Bagged Tuf-Mat, 3'x5', black	San Jamar KM2100B	4	each	\$75.64	\$98.55	\$233.00	\$104.91
75	Milk crate dolly	KelmaxSSD1414	1	each	\$162.01	\$200.00	\$39.44	\$218.59
76	Mop Bucket w/ ringer combo	Rubber80437	3	each	\$77.68	\$76.80	\$321.24	\$74.77
77	Onion King Cutter	Vollrath 501N	1	each	\$315.60	\$293.00	\$596.34	\$346.18
78	Opener can electric Edlund heavy duty	Edlund266/115	1	each	\$607.25	\$596.25	\$104.04	\$649.59
79	Opener, can manual Edlund with #1 gear	Edlund #1	2	each	\$103.12	\$112.00	\$10.24	\$115.86
80	Paddle, 36" s/s 4"x6" blade	CrestwareMP36	1	each	\$10.26	\$11.45	\$3.48	\$12.46
81	Pail Openers	Table Crft 294332	4	each	\$11.08	\$29.25		\$23.77
82	Pan Handle sleeve 3'w x 6"1		4	each	\$1.78	\$5.45	\$4.54	\$3.88
83	Pan lid steamtable 12"x10" half size s/s 22 gauge	Crestware5120	12	each	\$10.89	\$4.60	\$8.88	\$4.98
84	Pan lid steamtable 12"x20" full size s/s 22 gauge	Crestware5000	24	each	\$22.53	\$8.95	\$7.14	\$9.73
85	Pan lid steamtable 6"x20" half size s/s/ 22 gauge	Crestware5220	12	each	\$16.08	\$720.00	\$8.04	\$7.83
86	Pan steamtable 12"x10" x 4" half size s/s 22 gauge solid construction smooth lip	Crestware2124	12	each	\$15.78	\$8.10	\$10.44	\$8.78
87	Pan steamtable 6"x20"x4" half size s/s 22 gauge solid construction smooth lip	Crestware2224	60	each	\$23.84	\$11.25	\$10.14	\$12.22
88	Pan, sheet 18"x26"x1" standard weight aluminum alloy, Edges rolled under to form a smooth lip 22 gauge	Lincoln9002	144	each	\$10.13	\$9.40	\$10.94	\$7.85
89	Pans, baking 12"x18"x2" aluminum	CrestwareABP1117	12	each	\$7.99	\$14.35		\$15.60
90	Pans, steamtable 12"x20" x4" full size perforated s/s 22 gauge solid construction, smooth lip	Crestware5004	24	each	\$36.69	\$15.45	\$6.48	\$16.79
91	Pans, steamtable 12"x10" X 2 1/2" half size s/s 22 gauge solid construction smooth lip	Crestware2122	12	each	\$11.04	\$6.55	\$11.44	\$7.11
92	Pans, steamtable 12"x20"x 2 1/2" full size perforated, s/s 22 gauge solid construction, smooth lip	Crestware5002P	72	each	\$29.33	\$11.55	\$10.28	\$12.52
93	Pans, steamtable 12"x20"x2 1/2 " full size s/s 22 gauge solid construction, smooth lip	Crestware2002	144	each	\$17.74	\$10.35	\$14.08	\$11.27

**Bid# 0516-158 Small Kitchen Equipment for Middle Valley Elementary  
Hamilton County, TN**

**26-May-16**

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Pueblo Hotel Supply	PASCO Brokerage Inc.	Calico Industries Inc.	Windrock Enterprises Inc.
94	Pans, steamttable 12"x20"x4" full size s/s 22 gauge solid construction, smooth lip	Crestware2004	144	each	\$23.79	\$14.40	\$10.14	\$15.66
95	Pans, Sheet half, 18" x 13" x 1" standard aluminum alloy, edges rolled under to form a smooth lip	Lincoln9002	144	each	\$10.13	6.45	\$3.84	\$5.67
96	Peeler vegetable s/s	Carlisle6020	4	each	\$3.98	\$3.50		\$2.65
97	Perculator 30 cup. Aluminum Commercial	Regal Ware58230	1	each	\$36.14	\$60.00		\$25.29
98	Perculator 55 cup. Aluminum Commercial	Regal Ware59055	1	each	\$110.43	\$130.00	\$19.94	\$72.58
99	Pizza cutter	DexterP177A	6	each	\$15.22	\$17.50	\$6.18	\$18.33
100	Polycarbonate food pans, 4" half pans, black	Caabro 24CW	12	each	\$6.32	\$5.85	\$8.38	\$6.64
101	Polycarbonate food pans, 4" half, long, black	Cambro24LPCW	12	each	\$8.65	8-05		\$9.09
102	Pot Handlers 9X11 Terry & Canvas w/Steam Barrier & Wrist Strap	Best Value803PG	12	each	\$3.19	\$3.75		\$3.51
103	Safety glasses chemical splash without anti-fog lens; adjustable fits over most prescription eyeware	Uline s-7022	4	each	\$4.54	\$10.00		\$15.50
104	Sanilizing bucket w/handle - Red Kleen-pail	San JamarKP256RD	6	each	\$5.07	\$8.30	\$48.64	\$6.13
105	Scale 25 pound capacity 2 ounce increment enamel top load dial s/s platform increment s/s platform	TaylorTS25KL	3	each	\$50.00	\$59.00	\$50.98	\$59.45
106	Scale rotating dial, 32 oz x 1/4 oz	Taylor	3	each	\$47.58	\$57.00	\$4.24	\$57.34
107	Scoop # 10 molded handle Hamilton Beach/Volrath	Crestware D10	2	each	\$7.51	\$4.30	\$4.24	\$4.69
108	Scoop #30 molded handle Hamilton Beach/Vorath	CrestwareD30	4	each	\$7.51	\$4.30		\$4.69
109	Scoop #5 molded handle Hamilton Beach/Volrath	CrestwareD05	12	each	\$14.11	there is no #5	\$4.24	\$15.40
110	Scoop #6 molded handle, Hamilton Beach/Vorath	CrestwareD06	12	each	\$7.51	\$4.30	\$4.24	\$4.69
111	Scoop #8 molded handle Hamilton Beach/Volrath	CrestwareD08	12	each	\$7.51	\$4.30	\$3.24	\$4.69
112	Scoop clear ploy carbonate 6 oz	CambroSCP6CW	2	each	\$3.38	\$8.35	\$3.54	\$3.55
113	Scoop clear ploy carbonate, 12 oz	SCP12CW	2	each	\$3.65	\$8.60	\$4.48	\$3.84
114	Scoop clear ploy carbonate, 24oz	CambroSCP24CW	2	each	\$4.64	\$9.50		\$4.87
115	Scraper plate large plastic	CrestwarePS165	12	each	\$4.16	\$1.00	\$0.98	\$12.16
116	Scraper plate small plastic	CrestwarePS95	12	each	\$1.80	\$0.60		\$6.64
117	Sectionizer Wwedge blade, apple corer and sectioner to fit above	Sunkist S-34	2	each	\$70.80	\$60.00		\$71.00
118	Sectionizer, fruit and vegetable, 6 wedge blade cup and plunger	Sunkist S-102	2	each	\$229.20	226.50 453.00	\$9.98	\$239.94
119	Spatula 6" blade s/s	Dexter S284-6	12	each	\$7.79	\$8.50	\$12.44	\$9.30
120	Spatula 8" blade s/s	Dexter S284-8	12	each	\$10.23	\$11.10	\$8.94	\$12.24
121	Spreader sandwich 3 1/2" blade s/s Soft Grip	Dexter SG173	6	each	\$6.83	\$8.25	\$0.94	\$8.16
122	Spoodle 2 oz perforated	crestware	6	each	\$7.31	\$1.00	\$0.94	\$1.01
123	Spoodle 2 oz solid	CrestwareSPO2	12	each	\$7.31	\$1.00	\$1.04	\$1.01
124	Spoodle 3oz perforated	Crestware SPO3P	12	each	\$7.36	\$1.05	\$1.04	\$1.13
125	Spoodle 3oz solid	CrestwareSPO3	12	each	\$7.36	\$1.05	\$1.14	\$1.13
126	Spoodle 4oz perforated	CrestwareSPO4P	24	each	\$7.51	\$1.15	\$1.14	\$1.25
127	Spoodle 4oz solid	CrestwareSPO4	24	each	\$7.51	\$1.15	\$1.28	\$1.25
128	Spoodle 6 oz	CrestwareSPO6	12	each	\$7.91	\$1.35	\$1.32	\$1.42
129	Spoodle 6 oz perforated	CrestwareSP06P	12	each	\$7.91	\$1.35	\$1.54	\$1.42
130	Spoodle 8 oz perforated	CrestwareSP08P	12	each	\$8.06	\$1.60	\$1.54	\$1.72
131	Spoodle 8 oz solid aluminum	CrestwareSP08P	12	each	\$8.06	\$1.60	\$1.24	\$1.72
132	Spoon 13" slotted s/s one piece	CrestwareSLP13	6	each	\$0.73	\$2.25	\$1.98	\$2.42
133	Spoon 13" solid s/s one piece	CrestwareSDP13	12	each	\$0.73	\$2.25	\$2.44	\$2.43
134	Spoon 15" slotted s/s one piece	CrestwareSLP15	6	each	\$0.79	\$2.55	\$2.54	\$2.79
135	Spoon 15" solid s/s one piece	CrestwareSDP15	12	each	\$0.79	\$2.55	\$110.64	\$2.79
136	Spueeze Disher # 6 2/3 cup	Vollrath 47390	12	each	\$9.73	\$9.05	\$18.13	\$10.70
137	Squeege w/handle	Carlisle41568/45267	2	each	\$21.44	\$20.25	\$7.86	\$27.49
138	Squeeze Disher #8 1/2 cup, Nsf-F	Vollrath 47150	12	each	\$7.86	\$7.30	\$79.54	\$8.76
139	Step-on can with ridgeliner, white	Rubber FG614200	8	each	\$85.04	\$98.35	\$6.04	\$111.95

**Bid# 0516-158 Small Kitchen Equipment for Middle Valley Elementary  
Hamilton County, TN**

**26-May-16**

Line Item#	Description	Manufacturer	QTY	Unit of Measure	Pueblo Hotel Supply	PASCO Brokerage Inc.	Calico Industries Inc.	Windrock Enterprises Inc.
140	Strainer 10" bowl	CrestwareWHSSF10	1	each	\$6.48	\$6.10	\$3.18	\$6.64
141	Strainer 8 quart	CrestwareWHSSF8	1	each	\$3.36	\$2.65	\$1.84	\$2.85
142	Thermometer freezer/refrigerator	CrestwareTRMLR80	24	each	\$3.81	\$1.75	\$1.99	\$1.90
143	Thermometer probe for food metal with plastic cover	CrestwareTRM220C	12	each	\$1.85	\$1.55	\$305.08	\$1.66
144	Tomato Procut Slicer	Vollrath0643N	1	each	\$305.07	\$283.30	\$0.98	\$336.48
145	Tongs s/s 9" heavy -Duty one piece stainless steel	42677 Vollrath	36	each	\$2.47	\$4.40	\$16.76	\$5.25
146	Trays display 18"x26" Camlite by Cambro COLOR Black "Market Tray"	Cambro1826MT	48	each	\$16.76	\$15.55	\$3.24	\$17.60
147	Trays lunch six compartment "2x2" Style - 8 3/4"x15" #186 6 compartment: 4 rectangular, 1 round, 1 silverware, red color	Cambro 915CP-186	700	each	\$3.43	\$3.20	\$34.54	\$3.60
148	Trays, Customizable Café 10"x14" Red Standard Plastic Fast Food Trays, 24 per case.	Carlisle CT101403	34 cs.	case	\$63.17	\$48.00		\$43.92
149	Utility Cart, 2 shelf heavy duty	Lakeside LAK 492	4	each	\$492.41	\$452.85	\$158.37	\$505.34
150	Utility Cart, 3 shelf	Cambro BC340KD	6	each	\$147.17	\$136.65		\$154.59
151	Utility Cart, 3 shelf heavy duty	Lakeside LAK 722	6	each	\$542.81	\$499.20	\$108.12	\$577.07
152	Waste container dolly fits 55 gal containers	RUB 2646	4	each	\$136.01	\$101.60	\$26.94	\$183.38
153	Waste container flat lid 55	RUB 265400	4	each	\$24.39	\$16.95	\$79.94	\$21.14
154	Waste containers-built in handle 55 gal	RUB 2655	4	each	\$73.01	\$51.65	\$4.88	\$66.04
155	Wet Floor Signs "caution" lightweight and versatile two	Rubber 627600	4	each	\$36.19	\$32.90		\$47.80
156	Whisk attachment for Immersion Blender above, 10 "	Waring 800-164	1	each	\$241.02	\$236.00	\$3.24	\$273.44
157	Wire whip 12"	CrestwareFW12	4	each	\$1.73	\$3.35	\$3.94	\$3.62
158	Wire whip 18"	CrestwareFW18	4	each	\$2.56	\$4.25		\$4.63

Total Extended Pricing:

\$40,283.05    \$43,408.19    Not a complete bid    \$35,551.94

Request For Bids:	
Newspaper Ad:	5-12-16
Vendor Notification:	120
Vendor Response:	4
Budgeted:	Bond Fund



# Hamilton County Board of Commissioners RESOLUTION

No. 616-20

A RESOLUTION ACCEPTING THE PROPOSAL OF SUN LIFE FINANCIAL FOR REINSURANCE FOR THE COUNTY’S GROUP MEDICAL PLAN AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, proposals were received in response to public advertisement for reinsurance for the County’s group medical plan; and,

WHEREAS, the group medical plan is under a self-funded arrangement and it is in the best interest of the County to purchase reinsurance for catastrophic losses under this plan; and,

WHEREAS, the coverage includes an annual specific deductible of \$929,958 at a cost of \$41.89 per employee per month; and

WHEREAS, this is a one (1) year contract with the option to renew for two (2) additional contact terms; and,

WHEREAS, the proposal from Sun Life Financial is considered to be best proposal received.

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

That the proposal from Sun Life Financial for reinsurance for the group medical insurance plan is hereby accepted, said proposal being the best proposal 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

June 15, 2016

\_\_\_\_\_  
Date

### **Medical Reinsurance: Summary and Recommendation**

Currently Sun Life Financial provides reinsurance for our health plan at a level of \$275,000. Any claim above \$275,000 Sun Life reimburses the County for these expenses. The reinsurance policy is a 12 month policy and will end June 30, 2016. This is the third year the County has had reinsurance coverage with Sun Life therefore, an RFP was issued in April 2016 to seek reinsurance proposals from the market. Through the RFP the County received 11 bids.

Through April of 2016 Sun Life has paid out \$549,754.54 in claims over \$275,000 through the health plan. The premium collected through April 2016 is \$668,889.68 which results in a loss ratio under Sun Life of 82.2%. The industry target loss ratio is between 68% and 75%. With the open large claims Sun Life will continue to pay additional claims for the months of May and June 2016 and will see a higher loss ratio by the end of the policy.

Based on the increase in the large claims covered through the reinsurance coverage a budgeted increase in annual reinsurance premium was set at \$1,000,000 or a 12% increase. The most advantageous bid for the County will result in only a 4% increase with an annual premium of \$929,958 which was provided through Sun Life. HM Insurance provided the lowest premium bid at \$862,692, however, there are some additional cost the County would have to incur under HM. Currently Sun Life pays for the clinical analytical tool used at the onsite medical clinic at a cost of \$44,400 annually and under HM this would have to be paid for by the County. The Sun Life also provides an additional contractual advantage because up to 20% of the premium can be refunded to the County based on loss ratio. The County has gotten a refund 2 out of 3 years with this arrangement with last year's reimbursement being \$89,000. If Sun Life took out the refund portion of the contract their rates would decrease by 4% which in total would make Sun Life the lowest bid against HM. HM does not offer a refund contract.

For comparison the annual Sun Life contract cost will be \$929,958 and the annual contract cost under HM will be \$907,092. The recommendation is to accept the Sun Life offer even though it is \$22,866 higher due to the opportunity for up to 20% of the premium being refunded which could equal as much as \$185,000. The average refund from Sun Life for the past 3 contract years has been approximately \$33,000. This recommendation would result in an increase in annual cost to the County of \$35,742 vs. a budgeted increase of \$105,000. The Sun Life contract also provides a no new laser provision along with a rate cap of 50%. This is an extremely important contractual provision as any individual that is lasered under reinsurance increases the County's financial exposure.

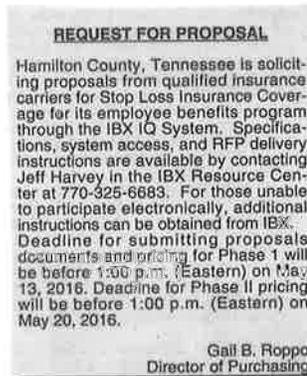
**Please run the attached advertisement in the Chattanooga Times/Free Press on Friday, April 29, 2016, as follows:**

**REQUEST FOR PROPOSAL:**

Hamilton County, Tennessee is soliciting proposals from qualified insurance carriers for Stop Loss Insurance Coverage for its employee benefits program through the IBX IQ System. Specifications, system access, and RFP delivery instructions are available by contacting Jeff Harvey in the IBX Resource Center at 770-325-6683. For those unable to participate electronically, additional instructions can be obtained from IBX.

Deadline for submitting proposals documents and pricing for Phase 1 will be before 1:00 p.m. (Eastern) on May 13, 2016. Deadline for Phase II pricing will be before 1:00 p.m. (Eastern) on May 20, 2016.

Gail B. Roppo  
Director of Purchasing





# Hamilton County Board of Commissioners

## RESOLUTION

No. 616-21

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN AN AGREEMENT IN THE AMOUNT OF \$50,000 WITH THE URBAN LEAGUE OF GREATER CHATTANOOGA TO PROVIDE CERTAIN CONTRACT COMPLIANCE SERVICES FOR A CONTRACT PERIOD BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017.

WHEREAS, under the direction of the County Mayor and through the Equal Employment Opportunity (EEO) office and the Development Department, the County performs certain functions related to developing, implanting and maintaining procedures in accordance with the Hamilton County EEO Policy and performs certain functions related to EEO and affirmation action compliance; and,

WHEREAS, the County seeks the assistance of the Urban League of Greater Chattanooga to enable the County to prevent discrimination and to maximize economic opportunities for minority businesses and individuals by performing certain services for the County as set forth in the Service Agreement; and,

WHEREAS, the Service Agreement will cover a period from July 1, 2016 to June 30, 2017 and will not exceed \$50,000; and

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

The County Mayor is hereby authorized to sign an agreement (copy is available upon request) with the Urban League of Greater Chattanooga with the terms and conditions contained therein for an amount not to exceed \$50,000 in budgeted funds subject to funding.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

June 15, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 616-22

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A GRANT AGREEMENT WITH A TERM OF JULY 1, 2016 ENDING JUNE 30, 2017 WITH THE TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE AND AMENDING THE RECOVERY COURT FUND BY ADDING \$425,000 TO THE REVENUE AND EXPENDITURE BUDGETS.

WHEREAS, the State of Tennessee Department of Mental Health and Substance Abuse is awarding Hamilton County a \$425,000 grant to support the Hamilton County Recovery Court Program from July 1, 2016 through June 30, 2017; and,

WHEREAS, this grant will be used to fund program operations and provide treatment services for carefully selected participants in a therapeutic setting; and,

WHEREAS, the program can reduce recidivism and help participants become productive members of society; and,

WHEREAS, no match is required.

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

The County Mayor is hereby authorized to sign a contract with the Tennessee Department of Mental Health and Substance Abuse Services for continuation of the Hamilton County Recovery Court Program, and the Recovery Court Fund is amended by adding \$425,000 to Revenues and Expenditures

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

June 15, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 616-23

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2016 TO JUNE 30, 2017 WITH MS. ELAINE KELLY TO SERVE AS COORDINATOR OF THE HAMILTON COUNTY RECOVERY COURT PROGRAM

WHEREAS, under Resolution No.706-31, Hamilton County established a Drug Court program; and,

WHEREAS, the Hamilton County Purchasing Department issued a Request for Qualifications (RFQ) for contract services for administering the Drug Court Program in September, 2006; and,

WHEREAS, Ms. Elaine Kelly was the only respondent but was determined to be well-qualified, on the basis of education and experience; and,

WHEREAS, Ms. Kelly has successfully served as the Recovery Court Coordinator since the program began in 2006; and,

WHEREAS, the County wishes to extend the contract for Ms. Kelly's services in an annualized amount of \$92,442.00, and

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

The County Mayor is hereby authorized to execute an agreement (copy available on request) with Ms. Elaine Kelly to coordinate and manage the Hamilton County Recovery Court Program for the period of July 1, 2016 to June 30, 2017.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

June 15, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 616-24

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2016 TO JUNE 30, 2017 WITH MR. JOHN COOPER AS A CASE MANAGER OF THE HAMILTON COUNTY RECOVERY COURT PROGRAM

WHEREAS, under Resolution No.706-31, Hamilton County established a Drug Court program; and,

WHEREAS, Hamilton County has received funding from the State of Tennessee for the continuation of the Recovery Court program; and,

WHEREAS, the program offers a sentencing alternative for certain selected offenders; and,

WHEREAS, Mr. John Cooper has successfully carried out his duties as a Case Manager for the Program; and,

WHEREAS, the County wishes to extend the contract for Mr. John Cooper's services in the amount of an annualized amount of \$57,400 per year, and

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

The County Mayor is hereby authorized to execute an agreement (copy available on request) with Mr. John Cooper to serve as a Case Manager for the Hamilton County Recovery Court Program for the period of July 1, 2016 to June 30, 2017.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

June 15, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners RESOLUTION

No. 616-25

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A CONTRACT WITH A TERM OF JULY 1, 2016 TO JUNE 30, 2017 WITH MR. JEFF HILL AS A CASE MANAGER OF THE HAMILTON COUNTY RECOVERY COURT PROGRAM

WHEREAS, under Resolution No.706-31, Hamilton County established a Drug Court program; and,

WHEREAS, Hamilton County has received funding from the State of Tennessee for the continuation of the Recovery Court program; and,

WHEREAS, the program offers a sentencing alternative for certain selected offenders; and,

WHEREAS, Mr. Jeff Hill has successfully carried out his duties as a Case Manager for the Program; and,

WHEREAS, the County wishes to extend the contract for Mr. Jeff Hill's services in the amount of an annualized amount of \$57,400 per year, and

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

The County Mayor is hereby authorized to execute an agreement (copy available on request) with Mr. Jeff Hill to serve as a Case Manager for the Hamilton County Recovery Court Program for the period of July 1, 2016 to June 30, 2017.

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

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_  
County Clerk

Approved:

Vetoed:

\_\_\_\_\_  
County Mayor

June 15, 2016

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners RESOLUTION

No. 616-26

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ACCEPT A \$1.25 MILLION FAST TRACK ECONOMIC DEVELOPMENT FUND GRANT FROM THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND TO SIGN ANY AND ALL GRANT-RELATED DOCUMENTS ON BEHALF OF YANFENG USA AUTOMOTIVE TRIM SYSTEMS, INC. TO PROVIDE VARIOUS BUILDING IMPROVEMENTS AND EQUIPMENT AT THE COMPANY'S NEW HAMILTON COUNTY LOCATION.

WHEREAS, Yanfeng Group is the largest automotive interior supplier worldwide; and,

WHEREAS, Yanfeng USA will invest in excess of \$54 million in land, building and equipment to open its first Tennessee facility on Bonnyshire Drive in Hamilton County in order to manufacture various automotive interior products for Volkswagen Group of North America as well as other US customers; and,

WHEREAS, The company will bring 325 new jobs to Hamilton County at an average annual wage of \$48,000 for production employees; and,

WHEREAS, The Tennessee Department of Economic and Community Development has awarded a \$1.25 million Fast Track Economic Development (ED) Fund grant to assist Yanfeng with various building improvements and equipment at the company's new Hamilton County location; and,

WHEREAS, No local match is required; and,

WHEREAS, This project will be accounted for through the Industrial Development Fund; and

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

The County Mayor is hereby authorized to accept a \$1.25 million Fast Track Economic Development Fund grant from the Tennessee Department of Economic and Community Development and to sign any and all grant related documents on behalf of Yanfeng USA Automotive Trim Systems, Inc. to provide various building improvements and equipment at the company's new Hamilton County location.

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

June 15, 2016

\_\_\_\_\_

Date



## Hamilton County Board of Commissioners RESOLUTION

No. 616-27

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ACCEPT A \$5.5 MILLION FAST TRACK ECONOMIC DEVELOPMENT FUND GRANT FROM THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND TO SIGN ANY AND ALL GRANT-RELATED DOCUMENTS ON BEHALF OF GESTAMP CHATTANOOGA, LLC TO ASSIST WITH EQUIPMENT AND BUILDING IMPROVEMENTS TO SUPPORT THE EXPANSION OF THE COMPANY'S HAMILTON COUNTY OPERATIONS.

WHEREAS, Gestamp Chattanooga, LLC, a major automotive parts supplier, is investing \$180 million in land, building and equipment to triple its operations in support of Volkswagen's new SUV as well as other automotive customers; and,

WHEREAS, Gestamp's expansion will add 510 new jobs to the existing 265 member workforce and pay an average annual wage of \$35,527; and,

WHEREAS, The Tennessee Department of Economic and Community Development has awarded a \$5.5 million Fast Track Economic Development (ED) Fund grant to assist Gestamp with equipment and building improvements; and,

WHEREAS, No local match is required; and,

WHEREAS, This project will be accounted for through the Industrial Development Fund; and

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

The County Mayor is hereby authorized to accept a \$5.5 million Fast Track Economic Development Fund Grant from the Tennessee Department of Economic and Community Development and to sign any and all grant related documents on behalf of Gestamp Chattanooga, LLC to assist with equipment

and building improvements to support the expansion of the company's Hamilton County operations.

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

June 15, 2016

\_\_\_\_\_

Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 616-28

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2016–2017 AND SETTING THE TAX LEVY FOR THE YEAR 2016 FOR HAMILTON COUNTY, TENNESSEE.

WHEREAS, the County Board of Commissioners has legal authority to adopt a budget and to levy taxes sufficient to fund such budget; and

WHEREAS, in the absence of the exact official tax aggregate, which has not been completed, the estimated receipts from the 2016 property tax is based on a total assessed valuation of \$9,315,411,000 with an allowance for uncollectibles of \$268,984,000; and

WHEREAS, the method for determining payments in lieu of taxes by the Electric Power Board is based on factors other than property value. The Electric Power Board is excluded from assessed value and its payment in lieu of taxes is fixed at a rate of 53% for the General Purpose School Fund and 47% for the County General Fund; and

WHEREAS, it may be necessary to issue revenue anticipation notes to fund the budget.

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

1. That the Budget attached to this resolution and by reference made a part of said resolution, for the fiscal year 2016-2017 is hereby adopted.
2. That there is hereby levied on each \$100.00 of assessed valuation of taxable property in Hamilton County for 2016 a tax levy of the following rates:

General Purpose School Fund	1.3726
County General Fund:	
General Purposes	1.3816
District Road Purposes	<u>0.0110</u>
	<u>2.7652</u>

3. That the taxes provided in Chapter 387 of the Tennessee Public Acts of 1971, and any amendments thereto, known as the “Business Tax Act”, are hereby enacted, ordained and levied on the business, business activities, vocations, or occupations doing business or exercising a taxable privilege as provided by said Act, in Hamilton County, Tennessee, at the rates and in the manner described by the said Act. The proceeds of the privilege taxes levied herein shall be apportioned to the County General Fund in total. It is not the intention of the Hamilton County Board of Commissioners, in adopting this particular tax, to affect in any way the imposition and collection of any lawful ad valorem tax imposed on personalty or real property.
  
4. That the payments in lieu of taxes paid by the Electric Power Board, or any other entity, except the Tennessee Valley Authority, is hereby fixed at a rate of 53% for the General Purpose School Fund and 47% for the County General Fund.
  
5. That the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the fiscal year 2016-2017 have been collected, not exceeding 60% of the appropriations of each individual fund. The proceeds of loans for each individual fund shall be used only to pay the expenses and other requirements of the fund for which the loan is made and the loan shall be paid out of revenue of the fund for which the money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the authority of the applicable sections of Title 9 Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full with renewal no later than June 30, 2017.

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

June 15, 2016

\_\_\_\_\_  
Date



## Hamilton County Board of Commissioners

# RESOLUTION

No. 616-29

A RESOLUTION MAKING APPROPRIATIONS TO NONPROFIT CHARITABLE AND CIVIC ORGANIZATIONS OF HAMILTON COUNTY, TENNESSEE, FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017.

WHEREAS, Section 5-9-109 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.

NOW, THEREFORE, BE IT RESOLVED BY THIS HAMILTON COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED, that the following organizations be funded as follows:

1. That \$72,293 be appropriated to the Regional Council of Governments and SETDD to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
2. That \$188,548 be appropriated to the Air Pollution Control Bureau to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
3. That \$620,970 be appropriated to the Humane Educational Society to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
4. That \$600,000 be appropriated to the Chamber-Community Economic Development to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.

5. That \$1,500,000 be appropriated to Baroness Erlanger Hospital to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
6. That \$100,000 be appropriated to the Enterprise Center to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
7. That \$105,200 be appropriated to the Chattanooga Area Regional Transportation Authority to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
8. That \$50,000 be appropriated to the Urban League to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
9. That \$68,684 be appropriated to the Chattanooga African-American Museum Building Maintenance to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
10. That \$15,000 be appropriated to the Armed Forces Day Parade to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
11. That \$53,635 be appropriated to the Hamilton County Hazardous Materials Team to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
12. That \$48,965 be appropriated to the Tri-Community Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
13. That \$67,877 be appropriated to the Dallas Bay Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
14. That \$31,549 be appropriated to the Mowbray Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.

15. That \$23,375 be appropriated to the Chattanooga-Hamilton County Rescue Squad to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
16. That \$103,321 be appropriated to the Highway 58 Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
17. That \$34,785 be appropriated to the Sequoyah Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
18. That \$48,412 be appropriated to the Walden's Ridge Emergency Services to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
19. That \$59,168 be appropriated to the Sale Creek Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
20. That \$20,481 be appropriated to the Hamilton County Marine Rescue to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
21. That \$17,992 be appropriated to the Hamilton County Stars to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.
22. That \$20,896 be appropriated to the Flattop Volunteer Fire Department to promote the welfare of the citizens of Hamilton County and to provide funds for the ongoing programs of the organization.

BE IT FURTHER RESOLVED, that all appropriations enumerated in items 1 through 22 above are made subject to the following conditions:

1. That the nonprofit charitable and civic organizations 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 organizations 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 organizations to be fully in compliance 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:

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County Clerk

Approved:

Vetoed:

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County Mayor

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June 15, 2016

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Date



# Hamilton County Board of Commissioners RESOLUTION

No. 616-30

(P.C. NO. 2016-061)

## A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT TO R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT, PROPERTY LOCATED AT 8908 FULLER ROAD.

**WHEREAS,** Cornerstone Construction of Chattanooga petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to R-1 Single-Family Residential District, property located at 8908 Fuller Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS,** Cornerstone Construction of Chattanooga requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on June 15, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District to R-1 Single-Family Residential District, property located at 8908 Fuller Road. An unplatted tract of land located at 8908 Fuller Road being the property described in Deed Book 10664, Page 635, ROHC. Tax Map 171C-E-014 as shown on the attached map.

**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

June 15, 2016

\_\_\_\_\_  
Date

2016-061 Hamilton County  
May 9, 2016

RESOLUTION

WHEREAS, Cornerstone Construction of Chattanooga petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District to R-1 Single-Family Residential District, property located at 8908 Fuller Road.

An unplatted tract of land located at 8908 Fuller Road being the property described in Deed Book 10664, Page 635, ROHC. Tax Map 171C-E-014 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on May 9, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

AND WHEREAS, no one was present in opposition to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

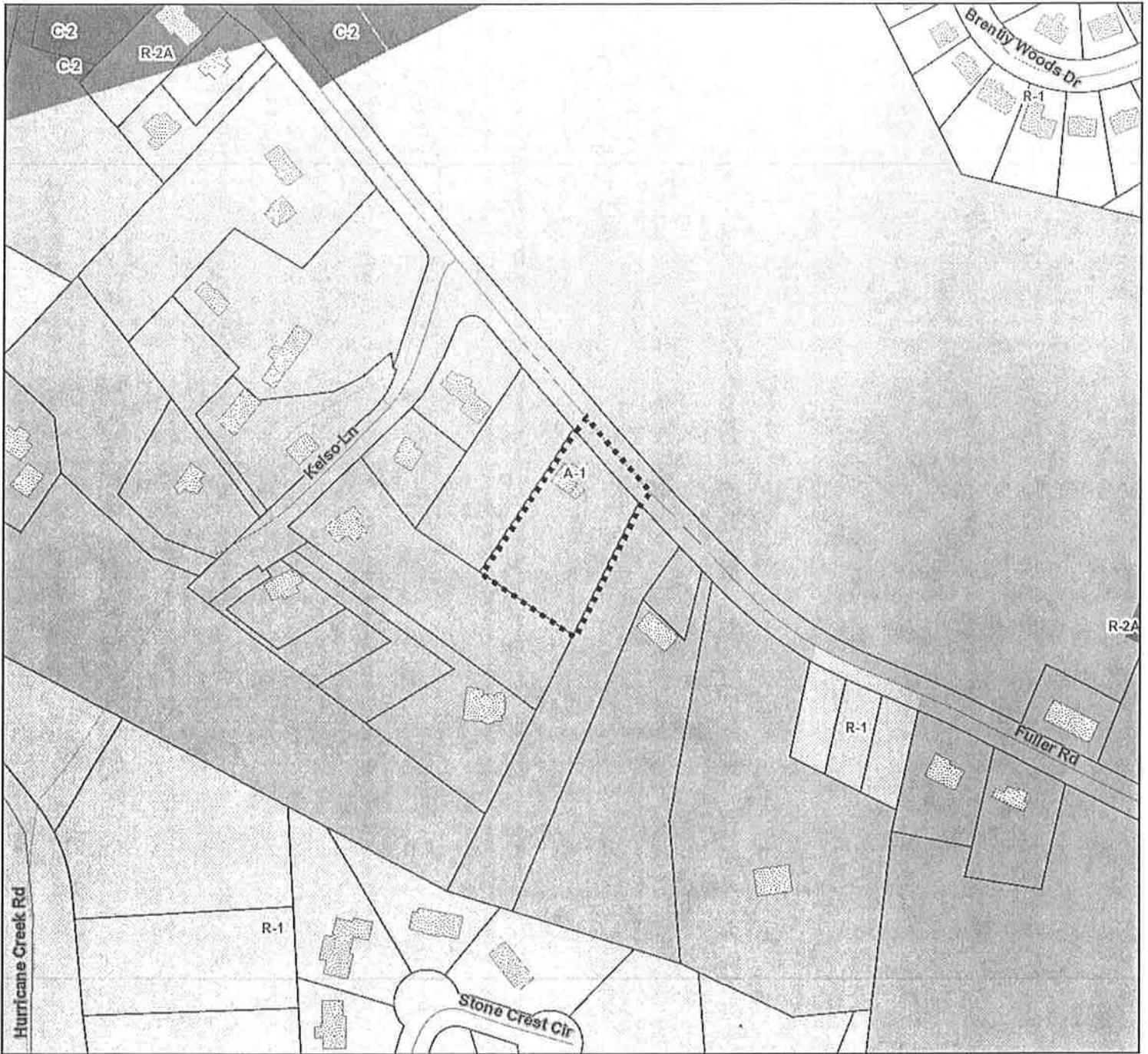
AND WHEREAS, the Planning Commission has determined that the proposal is consistent with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on May 9, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2016-061 Rezoning from A-1 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-061: Approve



215 ft



Chattanooga Hamilton County Regional Planning Agency



**PLANNING COMMISSION CASE REPORT**

Case Number: 2016-061

PC Meeting Date: 05-09-16

**Applicant Request****Rezone from A-1 Agricultural District to R-1 Single-Family Residential District**

Property Location:	8908 Fuller Road
Property Owner:	Cornerstone Construction of Chattanooga
Applicant:	Cornerstone Construction of Chattanooga

**Project Description**

- Proposal: Develop 0.82-acre lot with 2 residences by subdividing into 2 smaller lots. Each new lot would be approximately 17,850 square feet in size.
- Proposed Access: Entrance on Fuller Road.
- Proposed Density: Subdividing this lot into two R-1 lots would create an on-site density of 2.4 dwelling units per acre.

**Site Analysis****Site Description**

- Location: The 0.82 acre site is located on the south side of Fuller Road approximately 250 feet from the Kelso Lane and Fuller Road intersection.
- Current Access: Entrance on Fuller Road.
- Current Development form: There is currently a single-story dwelling on the site. There are multiple one and two story dwellings along the south side of Fuller Road. The north side of Fuller Road is undeveloped and densely vegetated.
- Current Land Uses: The site is currently single-family residential. The parcels west, south, and east all have single-family residential uses. The large parcel north across Fuller Road is vacant.
- Current Density: The average residential density in the area is approximately 1.15 dwelling units per acre based on 8 dwellings on 7 acres within 300' of the site. There are 3 residential lots approximately 360 feet to the east of this site at 8924, 8926, and 8928 Fuller Road that are smaller in size (approximately 9,000 square feet each) than the 2 proposed by this request. The density of these three lots would be 4.8 dwelling units per acre.

**Zoning History**

- The site is currently zoned A-1 Agricultural District.
- All adjacent properties are zoned A-1 Agricultural District.
- The nearest R-1 Single-Family Residential District (same as the request) is approximately 360 feet to the southeast also on Fuller Road. It was rezoned in from A-1 Agricultural to R-1 Single-Family Residential District in 2011 (Resolution 1211-17). There is an R-2A Rural Residential District approximately 1,000 feet east on Fuller Road.
- There has been no recent zoning activity on this site.

**Plans/Policies/Regulations**

- The East Brainerd Corridor Community Plan (adopted in 2003) recommends low density residential land use for this site. Low density residential is defined as single-family dwellings with a density of 5 dwelling units per acre or less.
- The A-1 Agricultural District permits agricultural uses and single-family homes not to exceed 2 dwelling units per acre.
- The R-1 Single-Family Residential District only permits single-family homes with a minimum lot size of 7,500 square feet if on sewers. This equates to approximately 5 dwelling units per acre. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.

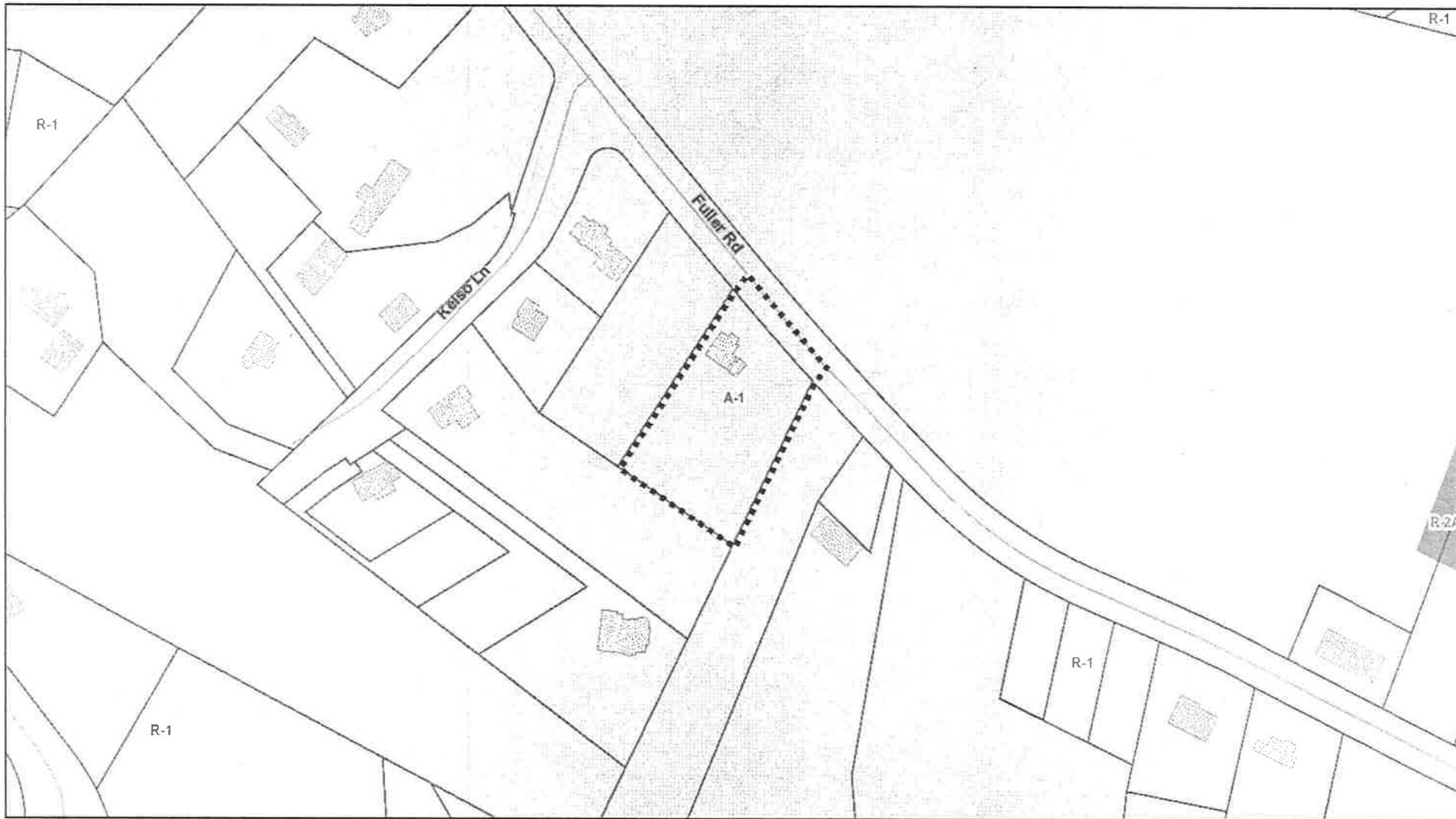
## PLANNING COMMISSION CASE REPORT

### Key Findings

- The proposal is supported by the adopted Land Use Plan for the area which recommends low density residential.
- The proposed use is consistent with surrounding uses.
- The current lot size (0.82 acre or 35,719 square feet) and public road frontage (approximately 150 feet) would limit subdividing the lot into two lots (2.4 dwelling units per acre).
- The proposal would not be an extension of an existing zone.
- The proposal would not set a precedent for future requests as there are existing R-1 Single-Family Residential District along Fuller Road.
- Allowing more than two lots at this location in an R-1 District can be regulated through the subdivision and subdivision variance process.
- The transportation infrastructure is adequate to absorb additional capacity. The Hamilton County Engineer's Office does not object to this request.

### Staff Recommendation

Approve.



2016-061 Rezoning from A-1 to R-1



173 ft

Chattanooga Hamilton County Regional Planning Agency





# Hamilton County Board of Commissioners RESOLUTION

No. 616-31

P.C. NO. 2016-071)

## A RESOLUTION TO REZONE FROM R-2A RURAL RESIDENTIAL DISTRICT TO R-3 MULTI-FAMILY RESIDENTIAL DISTRICT, PROPERTIES LOCATED AT 5400, 5406 AND 5412 CHAMPION ROAD

**WHEREAS**, Champion View Investments, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from R-2A Rural Residential District to R-3 Multi-Family Residential District, properties located at 5400, 5406 and 5412 Champion Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Champion View Investments, LLC requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on June 15, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from R-2A Rural Residential District to R-3 Multi-Family Residential District, properties located at 5400, 5406 and 5412 Champion Road. Three unplatted tracts of land located at 5400, 5406 and 5412 Champion Road and being the properties described in Deed Book 10587, Page 489, ROHC. Tax Map 120F-D-001, 002 and 120K-B-006 as shown on the attached map.

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

June 15, 2016

\_\_\_\_\_  
Date

2016-071 Hamilton County  
May 9, 2016

RESOLUTION

WHEREAS, Champion View Investments, LLC petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from R-2A Rural Residential District to R-3 Multi-Family Residential District, properties located at 5400, 5406 and 5412 Champion Road.

Three unplatted tracts of land located at 5400, 5406 and 5412 Champion Road and being the properties described in Deed Book 10587, Page 489, ROHC. Tax Map 120F-D-001, 002 and 120K-B-006 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on May 9, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

AND WHEREAS, no one was present in opposition to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

AND WHEREAS, the Planning Commission has determined that the proposal is supported by the Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on May 9, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2016-071 Rezoning from R-2A to R-3

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-071: Approve



414 ft



**PLANNING COMMISSION CASE REPORT**

Case Number: 2016-071

PC Meeting Date: 05-09-16

**Applicant Request****Rezone from R-2A Rural Residential District to R-3 Multi-Family Residential District**

Property Location:	5400, 5406 & 5412 Champion Road
Property Owner:	Champion View Investments, LLC
Applicant:	Champion View Investments, LLC

**Project Description**

- Proposal: Develop 21.8-acre site with 396 unit garden-style apartments.
- Proposed Access: Main entrance and an emergency exit on Champion Road.
- Proposed Development Form: 3 and 4-story buildings located along sloping terrain.
- Proposed Density: 18 dwelling units per acre.

**Site Analysis****Site Description**

- Location: The 21.8 acre wooded site is located on the east side of Champion Road approximately 1,000 feet northwest from the Champion Road and Highway 58 intersection.
- Current Access: There is access to the site from Champion Road and approximately 20 feet of frontage on Old Champion Road.
- Tennessee Department of Transportation Functional Classification: Champion Road is designated as an Urban Collector.
- Current Development form: The surrounding areas are heavily wooded with several homes along Champion Road and Old Champion Road. There is a small lot subdivision approximately 100 feet west of the site. To the north, approximately 250 feet, is Booker T Washington State Park and a small-lot subdivision. There is a 70' power easement that runs through the site.
- Current Land Uses: An electrical substation is adjacent to the site on the west side. Vacant wooded land is adjacent on the north side. To the south and southwest are low density residential dwellings. To the east are large wooded parcels.
- Current Density: Average residential density in the area is difficult to calculate due to varying size of lots, allowable densities in different zones, and the varying vacancy of lots. While most lots are over an acre, the highest density within 300' of the site appears to be the Rotary Drive subdivision with a density of 3.9 dwelling units per acre.

**Zoning History**

- The site is currently zoned R-2A Rural Residential District.
- The property to the north is zoned R-2A Rural Residential District and R-3MD Moderate Density District. The property to the east is zoned R-2A Rural Residential District and R-2 Urban Residential District. The property to the south is zoned R-2 Urban Residential District. The property to the west is within the City of Chattanooga city limits and zoned R-1 Residential Zone and C-5 Neighborhood Commercial Zone.
- The nearest R-3 Multi-Family Residential District (same as the request) is approximately 600 feet to the east fronting Highway 58. This case was approved with conditions in 2013 (Ordinance #12700)
- There has been no recent zoning activity on this site.

**Plans/Policies/Regulations**

- There is no current adopted land use plan for this area.
- The Comprehensive Plan Update 2030 (adopted by Planning Commission March 14, 2016) places this site in Level 4 intensity. Level 4 areas are close to major road intersections, they have a moderate to high potential for infill and for building well-defined neighborhood centers, parks, and a more concentrated mix of residential and nonresidential uses, accompanied by new multimodal

## PLANNING COMMISSION CASE REPORT

connections and transportation facilities. Resource protection opportunities should be incorporated into development site design or public parks/green spaces/ plazas.

- The R-2A Rural Residential District permits farming, stables for personal use, single-family dwellings, and two-family dwellings (duplexes) with a special permit from the Board of Zoning Appeals (BZA).
- The R-3 Multi-Family Residential District permits single-family dwellings, two-family dwellings (duplexes), and multi-family dwellings with three or more units. The minimum lot size is calculated by using 7,500 square feet for the first unit plus 2,000 square feet for each additional unit.

### Key Findings

- The proposal is supported by the Comprehensive Plan which recommends higher densities in Level 4 Intensity Levels.
- The proposed use is not consistent with surrounding uses as the neighboring uses are low density residential and preserved land held by the State.
- The proposal is not consistent with the development form of the area.
- The proposed residential density is not compatible with the surrounding densities.
- The proposed structures do raise concerns regarding location, lighting, or height as the site topography creates the potential for privacy issues with neighboring lower residential developments.
- The proposal would not be an extension of an existing zone.
- The proposal would set a precedent for future requests by introducing R-3 Multi-Family Residential District along Champion Road.
- Chattanooga Department of Transportation has asked for a traffic impact analysis for this site based on its access to a two lane City of Chattanooga Road. The analysis has not been provided at the time of staff review. The RPA agrees that a Traffic Analysis would help to determine the impact of the R-3 Multi-Family Residential District on Champion Road.

### Staff Recommendation

Defer to allow time for a Traffic Analysis to be completed by the applicant and reviewed by the Transportation Department.



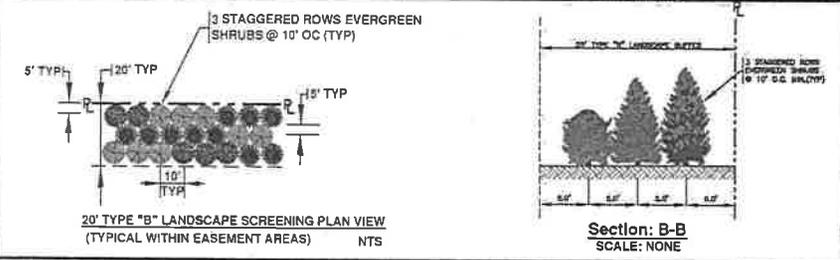
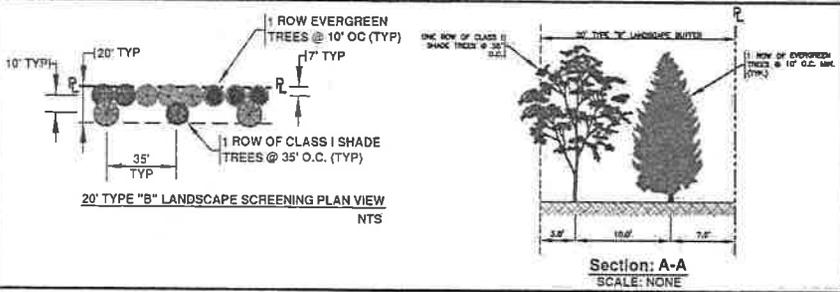
**2016-071 Rezoning from R-2A to R-3**



375 ft

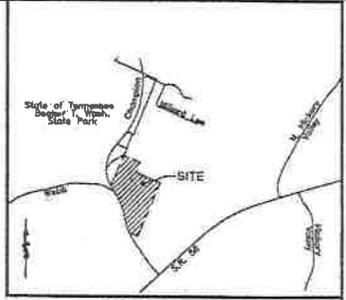
Chattanooga Hamilton County Regional Planning Agency





**SITE ANALYSIS**

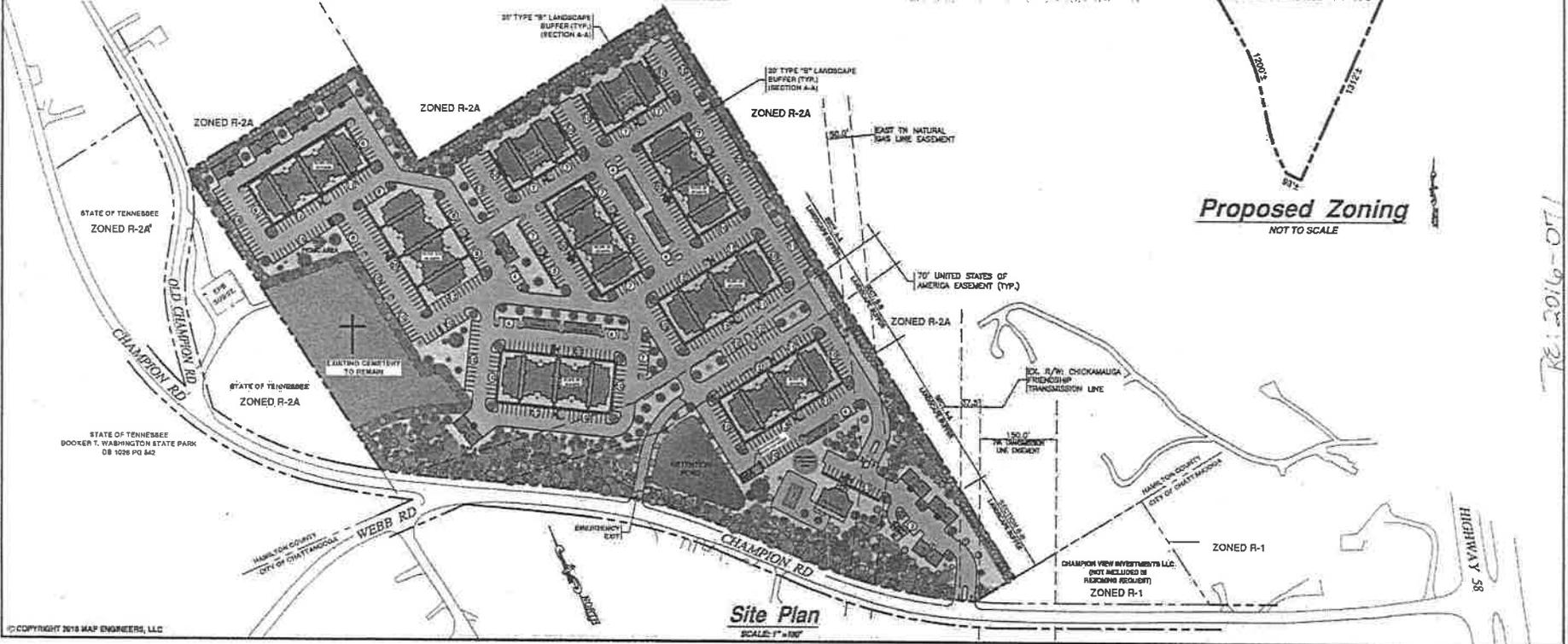
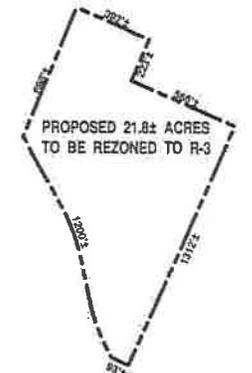
ADDRESS: CHAMPION RD  
 TAX MAP ID: 120K B 006, 120F D 001, 120F D 002  
 SITE CURRENTLY ZONED: R-3  
 PROPOSED ZONING: R-3  
 ACRES: 21.8± ACRES  
 TOTAL NUMBER OF UNITS: 389 UNITS  
 TOTAL NUMBER OF REGULAR PARKING SPACES: 680 SPACES  
 TOTAL NUMBER OF HANDICAP PARKING SPACES: 20 SPACES  
 TOTAL NUMBER OF PARKING SPACES: 700 SPACES



RECEIVED

MAR 23 2016

Chattanooga Hamilton County  
 Regional Planning Agency  
 Development Services



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

MAP ENGINEERS L.L.C.  
 1515 W. CHATTANOOGA AVENUE  
 CHATTANOOGA, TN 37405  
 PHONE: 423.249.1111  
 FAX: 423.249.1112

GRAPHIC SCALE  
 1" = 100'  
 1" = 200'  
 1" = 300'

OVERLOOK @ CHAMPION ROAD  
 FOR  
 CHAMPION VIEW INVESTMENTS  
 9910 BAY LEAF COURT  
 PARKLAND, FL 33076

SITE PLAN

REVISIONS

1			
2			
3			
4			

FILE: 15101\_DROWNING.DWG

ALL RIGHTS RESERVED  
 This drawing is the property of MAP ENGINEERS, L.L.C. and shall not be reproduced or used in any manner without the written permission of the Engineer.

DATE: 3/18/16  
 DRAWN BY: SA  
 CHECKED BY: MAP  
 PROJ. NUMBER: 15-169  
 SHEET NUMBER: PS-1



# Hamilton County Board of Commissioners RESOLUTION

No. 616-32

P.C. NO. 2016-073)

## A RESOLUTION TO REZONE FROM A-1 AGRICULTURAL DISTRICT & R-2 URBAN RESIDENTIAL DISTRICT TO R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT, PROPERTY LOCATED AT 2333 OOLTEWAH-RINGGOLD ROAD.

**WHEREAS**, Belle Investment Company/Becky Pelphrey petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District & R-2 Urban Residential District to R-1 Single-Family Residential District, property located at 2333 Ooltewah-Ringgold Road, and said Planning Commission after hearing recommended that this petition be approved; and

**WHEREAS**, Belle Investment Company/Becky Pelphrey requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on June 15, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District & R-2 Urban Residential District to R-1 Single-Family Residential District, property located at 2333 Ooltewah-Ringgold Road. An unplatted tract of land located at 2333 Ooltewah Ringgold Road being the property described in Deed Book 9419, Page 964, ROHC. Tax Map 160-028 as shown on the attached map.

**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

June 15, 2016

\_\_\_\_\_  
Date

2016-073 Hamilton County  
May 9, 2016

RESOLUTION

WHEREAS, Belle Investment Company/Becky Pelphrey petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District & R-2 Urban Residential District to R-1 Single-Family Residential District, property located at 2333 Ooltewah-Ringgold Road.

An unplatted tract of land located at 2333 Ooltewah Ringgold Road being the property described in Deed Book 9419, Page 964, ROHC. Tax Map 160-028 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on May 9, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

AND WHEREAS, there was opposition present to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

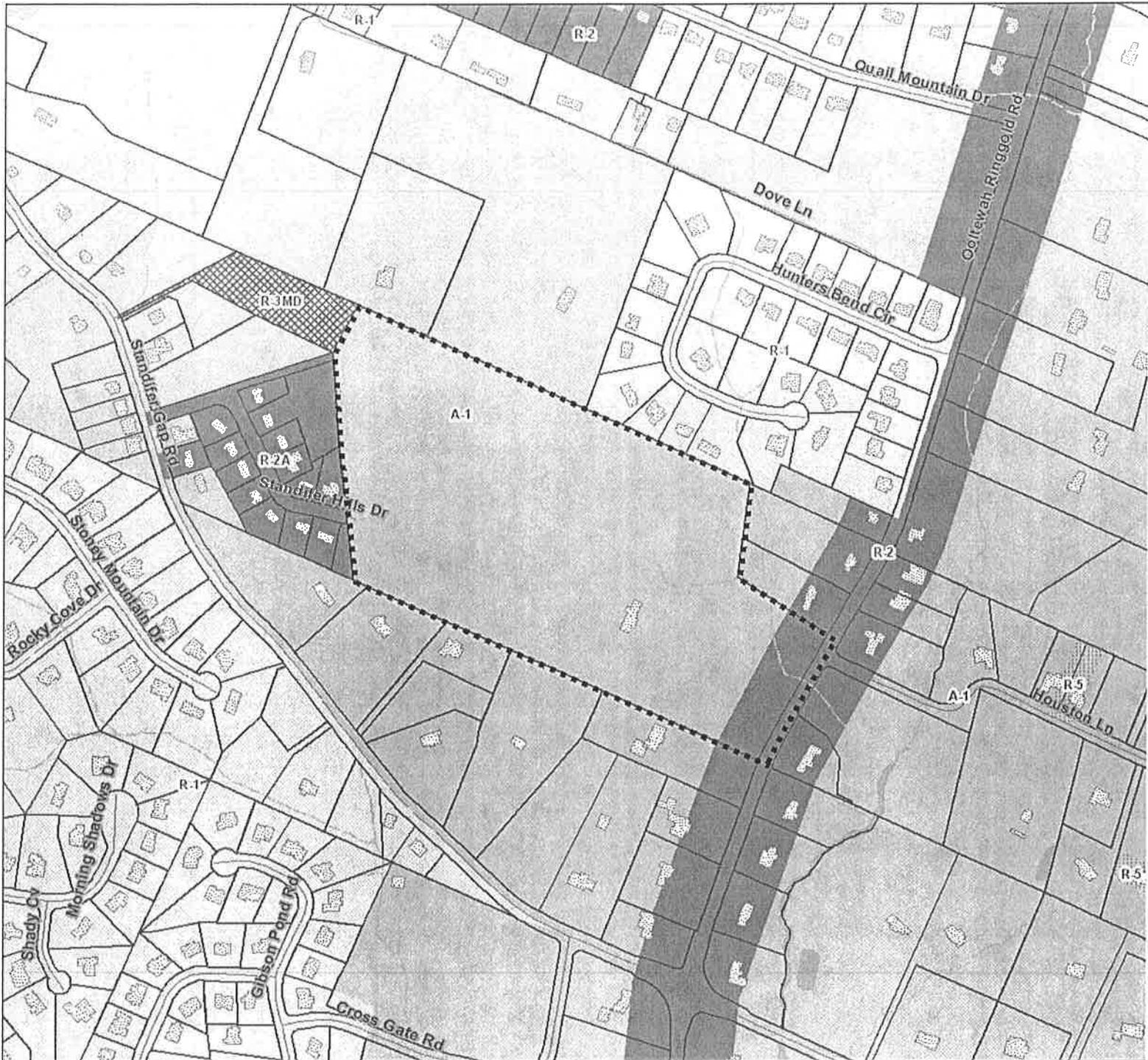
AND WHEREAS, the Planning Commission has determined that the proposal is consistent with surrounding uses.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on May 9, 2016, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger  
Secretary



## 2016-073 Rezoning from A-1 and R-2 to R-1

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-073: Approve



500 ft



# PLANNING COMMISSION CASE REPORT

Case Number: 2016-073

PC Meeting Date: 05-09-16

## Applicant Request

Rezone from A-1 Agricultural District and R-2 Urban Residential District to R-1 Single-Family Residential District.

Property Location:	2333 Ooltewah-Ringgold Road
Property Owner:	Becky Pelphrey
Applicant:	Belle Investment Company

## Project Description

- Proposal: Develop 32-acre site as a subdivision for single-family dwellings.
- Proposed Access: Entrance on Ooltewah-Ringgold Road.
- Proposed Development Form: Unspecified. No site plan is required for rezoning to R-1 Single-Family Residential District.
- Proposed Density: Proposing 4 dwelling units per acre. This equates to 128 possible lots.

## Site Analysis

### Site Description

- Location: The 32-acre site is located on the west side of Ooltewah-Ringgold Road approximately 800 feet north of the Ooltewah-Ringgold Road and Standifer Gap Road intersection.
- Current Access: There is access to the site from Ooltewah-Ringgold Road and Standifer Hills Drive.
- Tennessee Department of Transportation Functional Classification: Ooltewah-Ringgold Road is designated an Urban Minor Arterial
- Current Development form: There is a mixture of large-lot and small-lot subdivisions in the area.
- Current Land Uses: The site is surrounded by single-family residential uses.
- Current Density: Average residential density in the area is difficult to calculate due to varying size of lots, allowable densities in different zones, and the varying vacancy of lots. While most lots are over an acre, the highest density within 300' of the site appears to be the Standifer Hills Drive subdivision with a density of 2.5 dwelling units per acre.

### Zoning History

- The site is currently zoned A-1 Agricultural District and R-2 Urban Residential District.
- The properties to the north are zoned A-1 Agricultural District and R-1 Single-Family Residential District. The properties to the east and south are zoned A-1 Agricultural District. The properties to the west are zoned A-1 Agricultural District and R-2A Rural Residential District and R-3MD Moderate Density District.
- The nearest R-1 Single-Family Residential District (same as the request) is adjacent to the site on the northern property line.

### Plans/Policies/Regulations

- The East Brainerd Corridor Community Plan (adopted by City Commission in 2003) recommends low density residential or institutional uses for this site.
- The A-1 Agricultural District permits agricultural uses and single-family homes not to exceed 2 dwelling units per acre.
- The R-1 Single-Family Residential District only permits single-family homes with a minimum lot size of 7,500 square feet if on sewers. This equates to approximately 5 dwelling units per acre. If septic tanks are to be used, the minimum lot size is determined by the Hamilton County Water Quality Program. Minimum lot frontage width is 60 feet if on sewers and 75 feet if on septic tanks. Based on building setback requirements, the typical density is approximately 3 to 4 dwelling units per acre.

## PLANNING COMMISSION CASE REPORT

### Key Findings

- The proposal is supported by the adopted Land Use Plan for the area which recommends low density residential.
- The proposed use is consistent with surrounding uses.
- The proposal is consistent with the development form of the area.
- The proposed residential density is compatible with the surrounding densities.
- The proposal would be an extension of an existing R-1 zoning district on the north side of the site.
- The proposal would continue a precedent for future R-1 Single-Family Residential District requests along Ooltewah-Ringgold Road.
- This site provides an opportunity for road right-of-way connection between Standifer Hills Drive and Ooltewah-Ringgold Road. Such public street connectivity would provide secondary and emergency alternatives in an area of the community where they are currently limited.
- The transportation infrastructure is adequate to absorb additional capacity. The Hamilton County Engineer's Office does not object to this request.
- The applicant is encouraged to consult with the Hamilton County Engineer's Office for technical design requirements.

### Staff Recommendation

Approve.



**2016-073 Rezoning from A-1 and R-2 to R-1**



500 ft

Chattanooga Hamilton County Regional Planning Agency





# Hamilton County Board of Commissioners RESOLUTION

No. 616-33

(P.C. NO. 2016-065)

## A RESOLUTION GRANTING A SPECIAL EXCEPTIONS PERMIT FOR A RESIDENTIAL PLANNED UNIT DEVELOPMENT OF PROPERTY AT 9125 SNOW HILL ROAD

**WHEREAS**, Barry Kidwell, Executive Director of Mustard Tree Ministries/United Methodist Committee on Church Extension and Congregational Revitalization, Inc. petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from a Special Exceptions Permit for a Residential Planned Unit Development of property at 9125 Snow Hill Road, and said Planning Commission after hearing recommended that this petition be denied; and

**WHEREAS**, Barry Kidwell, Executive Director of Mustard Tree Ministries/United Methodist Committee on Church Extension and Congregational Revitalization, Inc. requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on June 15, 2016, concerning the passage of this Resolution as required by law, and such hearing having been held.

**NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:** That the zoning regulations of Hamilton County be amended granting a Special Exceptions Permit for a Residential Planned Unit Development of property at 9125 Snow Hill Road. An unplatted tract of land located at 9125 Snow Hill Road being the property described in Deed Book 7557, Page 881, ROHC. Tax Map 086-054 as shown on the attached map.

**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

June 15, 2016

\_\_\_\_\_  
Date

2016-065 Hamilton County  
May 9, 2016

RESOLUTION

WHEREAS, Barry Kidwell, Executive Director of Mustard Tree Ministries/United Methodist Committee on Church Extension and Congregational Revitalization, Inc. petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission for a Special Exceptions Permit for a Residential Planned Unit Development of property at 9125 Snow Hill Road.

An unplatted tract of land located at 9125 Snow Hill Road being the property described in Deed Book 7557, Page 881, ROHC. Tax Map 086-054 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on May 9, 2016,

AND WHEREAS, the Planning Commission heard and considered all statements regarding the petition,

AND WHEREAS, there was opposition present to the petition,

AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development,

AND WHEREAS, the Planning Commission has determined that the proposal would set a precedent for future requests.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on May 9, 2016, recommended to the County Mayor and Members of the County Commission that this petition be denied.

Respectfully submitted,



John Bridger  
Secretary



## 2016-065 Special Exceptions Permit for a Residential PUD

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2016-065: Deny



927 ft



**PLANNING COMMISSION CASE REPORT**

Case Number: 2016-065

PC Meeting Date: 05-09-16

**Applicant Request****Special Permit for a Planned Unit Development**

Property Location:	9125 Snow Hill Road
Property Owner:	United Methodist Committee on Church Extension and Congregational Revitalization, Inc.
Applicant:	Barry Kidwell, Executive Director, Mustard Tree Ministries

**Project Description**

- Proposal: Develop 16.8-acre site with a 32 dwelling unit cluster development plus an existing single-family dwelling all to be under common ownership; 33 total dwelling units.
- Proposed Access: Main entrance on Snow Hill Road and secondary entrance on Mahan Gap Road.
- Proposed Development Form: The submitted site plan shows 32 single-family dwellings on lots approximately 2,625 square feet in size surrounding a central green space and community area with on-street parking on private road. The homes are proposed to be 1-story in height. The site plan also proposes a pond and a large agricultural area on the northeast portion of the site.
- Proposed Density: Approximately 2 dwelling units per acre (33 homes on 16.8 acres).

**Site Analysis****Site Description**

- Location: The 16.8 acre site is located on the northwest corner of the Mohan Gap Road and Snow Hill Road intersection.
- Current Access: Main entrance on Snow Hill Road and secondary entrance on Mahan Gap Road.
- Current Development form: There is a mixture of one and two story buildings on varying lot sizes. Lot sizes vary from 1.5 acres to 150 acres with single-family residential dwellings.
- Current Land Uses: There is an existing residential structure located in the northeast corner of the site. The existing parking areas located to the center of the site served a former church which was housed in a temporary structure that has since been discontinued and removed. To the north, west, and south of the site are other single-family residential uses. To the east of the site is a fire hall and a church.
- Current Density: Surrounding the site are varying lot sizes with an average density of 0.0625 dwelling units per acre based on 17 dwellings on 272 acres. This includes several 50-acre lots or larger.

**Zoning History**

- The site is currently zoned A-1 Agriculture District.
- The properties to the north, west, and south are zoned A-1 Agricultural District. The properties to the east are zoned A-1 Agricultural District and M-3 Warehouse and Wholesale District.
- There has been no recent zoning activity on this site.

**Plans/Policies/Regulations**

- There is no current adopted land use plan for this area.
- The Comprehensive Plan Update 2030 (adopted by Planning Commission March 14, 2016) places this site in both Level 1 and Level 3 intensity. Level 1 areas have the least potential for development, or future public services and facilities. However they have high potential for protecting large natural areas through parks, greenways, working farms and conservation easements. Level 3 areas are most appropriate for low to moderate intensity development in the form of new communities, expansion of existing development, and for extension of future public services and facilities.

## PLANNING COMMISSION CASE REPORT

### Key Findings

- The proposal is supported by the Comprehensive Plan which recommends clustering development to reduce impact in Level 1 intensity areas.
- The proposed residential use is compatible with surrounding uses.
- While the proposed development form which clusters small residential dwellings close together at the interior of the site may be different from the large-lot development form of the area, the proposed development form *does* preserve a large portion of the site for open space and agricultural uses which also provides a large area of buffering to the adjacent properties.
- The proposed residential density is not compatible with the current surrounding densities, but is compatible with the potential maximum density of surrounding A-1 District parcels if they were to be subdivided.
- The proposal would set a precedent for future requests.
- Applicant was encouraged to meet with Hamilton County Water Quality division to ensure that the site can support an adequate septic system for the number of units being proposed.

### Staff Recommendation

Approve.



### 2016-065 Special Exceptions Permit for a Residential PUD



  
745 ft

Chattanooga Hamilton County Regional Planning Agency







# Hamilton County Board of Commissioners RESOLUTION

No. 616-34

**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 \$677,130.00 TO PROVIDE A SCHOOL BASED DENTAL SEALANT PROGRAM IN HAMILTON COUNTY FOR THE TIME PERIOD JULY 1, 2016 THROUGH JUNE 30, 2018.**

WHEREAS, over 90% of dental decay in children originates in the chewing surface of the teeth; and,

WHEREAS, dental sealants have been proven to be an effective method of preventing dental decay in the chewing surfaces of the teeth; and,

WHEREAS, the Chattanooga-Hamilton County Health Department has had a successful school-based screening and sealant program for the past thirteen years; and

WHEREAS, the Tennessee Department of Health has recognized school-based screening and sealant programs as being an efficient means of identifying and reaching children at high risk of dental disease, and identified continuation funding for the program 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 dental care and sealant application for the children of Hamilton County.

**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

June 15, 2016

\_\_\_\_\_  
Date

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b>		<b>End Date</b>		<b>Agency Tracking #</b>	
July 1, 2016		June 30, 2018		34360-38117	
<b>Grantee Legal Entity Name</b>					<b>Edison Vendor ID</b>
Chattanooga-Hamilton County Health Department					4208
<b>Subrecipient or Contractor</b>			<b>CFDA #</b>		
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor					
			<b>Grantee's fiscal year end</b> June 30		
<b>Service Caption</b> (one line only)					
Provide oral disease prevention services for school children in grades K-8 qualifying public schools					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2017			\$338,565		\$338,565
2018			\$338,565		\$338,565
<b>TOTAL:</b>			<b>\$677,130</b>		<b>\$677,130</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection			Budgets are based off of sealants provided per each metro and rural region		
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> 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.				CPO USE - GG	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			
HL00007832		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 Grantee Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of School Based Oral Disease Prevention 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. "Auxiliary dental personnel" means state licensed dental hygienists and dental assistants trained to assist in dental evaluations, sealant screenings, fluoride varnish, and sealant application.
  - b. "Oral disease prevention services" means dental screenings, sealant screenings, evaluations, referral/follow-up, application of sealants, application of fluoride varnish, outreach and education.
  - c. "Free and reduced school lunch program" means a federal program offering reduced or free lunch to school children based upon income criteria.
  - d. "Target schools" means schools where fifty (50) percent or more of the student population participates in the free and reduced school lunch program.
  - e. "School Based Dental Preventative Program (SBDPP)" means a statewide preventative dental program.
  - f. "SFTP" means Secure File Transport Protocol, a computing network protocol for securely accessing, managing, and transferring files on remote file systems via command and data encryption.
  - g. "Dental screening" means a brief, non- contact viewing of the student's teeth by a dentist or hygienist.
  - h. "Oral health education" means instruction provided in schools and community settings to target populations about how to maintain or improve oral health status.
  - i. "Sealant screening" means determination of teeth eligible for sealants by a hygienist working under State or Grantee protocol.
  - j. "NIST SP800-88 Revision1" means the National Institute of Standards and Technology's Special Publication regarding *Guidelines for Media Sanitization*.
  - k. "PHI" means Protected Health Information:

1. Information created or received by a health care provider, health plan, employer, or health care clearing house 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. The identifies the individual; or
5. For which there is a reasonable basis to believe the information can be used to identify the individual.

- A.3. Service Goals. To provide oral disease prevention services for school children in grades K-8 attending qualifying public schools.
- A.4. Service Recipients. Tennessee public school children in grades K-8 where fifty (50) percent or more of the student population participates in the free and reduced school lunch program.
- A.5. Service Description. The Grantee shall use grant funds to retain a dentist and auxiliary dental personnel to provide oral disease prevention services to include the following:
- a. Provision of oral health education for children in targeted schools;
  - b. Provision of dental screenings for children participating in the preventive aspect of this program (sealants, prophys, fluoride varnish) with consent of parent of guardian and recording of screening for enrollees using CDT D0191;
  - c. Provision of dental screening for children not participating in the preventive aspect of this program is optional;
  - d. Referral and follow-up for children who need urgent dental treatment;
  - e. Provision of dental sealants (CDT D1351) to children who are candidates for the procedure and with consent of parent or guardian consent;
  - f. Provision of an oral examination coded as D0120 for children who have returned the appropriate forms and have parental or guardian consent;
  - g. If a TennCare enrollee receives an oral evaluation (CDT D0120) and/or a prophylaxis (CDT D110 or D1120) and/or a fluoride varnish (CDT D1206) as part of the regions' school based program, than those services must be recorded and submitted to TennCare via SFTP. A toothbrush prophylaxis would not meet the criteria for a dental prophylaxis.
  - h. Establishment of benchmarks for dental screenings, oral health education and TennCare outreach to ensure a sufficient delivery of these areas.
  - i. The Grantee shall upon expiration or termination of the Grant, for any reason, securely return all data received/created by the State or received/created by the Grantee, sub-Grantee 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 Grantee will then destroy all data in accordance to the current NIST SP800-88 Sanitation guidelines.

A.6. Service Reporting. The Grantee shall use the State provided SBDPP Access database to collect individual and group data using laptops and/or desktops, which will utilize full disk encryption software for data security. Data will be transmitted to the State by SFTP at least monthly and stored on a secure server in the State's Office Information Resources (OIR) Data Center. All reports "pulled" by Department of Health employees that contain PHI will be via SFTP. The individual and group data reports are to be submitted to the State by the 7<sup>th</sup> (calendar day) of each month for the preceding month. The following is a list of required data that is to be reported and submitted monthly:

a. Individual Data for TennCare Children:

- (1) Member Name
- (2) Member Social Security Number or TennCare ID Number
- (3) Dates of Services
- (4) Specific Service Provided by Current ADA Procedure Code
- (5) Last Four (4) Digits of Dentist's Provider Number

This list shall be updated as needed by the State.

b. Group Data for Participating Children:

Specific services provided in aggregate; number of individuals screened, number of individuals receiving oral health education, number of individuals receiving TennCare outreach, number of oral examinations, number of sealants, number of individuals referred, number of individuals receiving fluoride treatment, number of prophys, number of individuals having oral cancer screenings, number of individuals participating in daily tooth brushing programs.

This list shall be updated as needed by the State.

c. Project data:

- (1) City and County of school, and community project
- (2) System and school number from list provided by State
- (3) Name of school and community project
- (4) Begin and end date school and community project
- (5) Number of signed consent forms returned
- (6) Visit setting (school or community)

This list shall be updated by the State as needed.

A.7. Service Deliverables.

<b>Deliverable</b>	<b>Contract Section</b>	<b>Delivery Date</b>	<b>Due to Whom?</b>	<b>Requested Format</b>
Provision of oral health education for children targeted schools	A.5.a.	Day(s) of service	Oral Health Services	Access Database
Provisional of dental screenings for children in attendance on the day of screening unless there is an objection from the parent, guardian, or student and recording of the sealant screenings hygienists from enrollees using CDT D0191	A.5.b.	Day(s) of service	Oral Health Services	Access Database
Referral and follow-up for children who need urgent dental treatment	A.5.d.	Day(s) of service	Oral Health Services	Access Database

Provision of dental sealants (CDT D1351) to children who are candidates for this procedure and with consent of parent or guardian	A.5.e.	Day(s) of service	Oral Health Services	Access Database
Provision of an oral evaluation (CDT D0120) from children who have returned the appropriate forms and have parent or guardian consent; and	A.5.f.	Day(s) of service	Oral Health Services	Access Database
A TennCare enrollee receiving an oral evaluation (CDT D0120) and/or a prophylaxis (CDT D1110 or D1120) and/or a fluoride varnish (CDT D1206) as part of the regions' school based program, services must be recorded and submitted to TennCare. A toothbrush prophylaxis would not meet the criteria for a dental prophylaxis.	A.5.g.	Day(s) of service	Oral Health Services	Access Database

- A.8. Conference Attendance. The Grantee's attendance at the Annual Dental Continuing Education Conference held by State's Oral Health Services will be in accordance with Section C.4. of this Grant Contract. The Grantee's attendance at any other state or out-of-state conference will not be reimbursed without prior written approval of the State.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2016 ("Effective Date") and extend for a period of twenty-four (24) 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 Six Hundred and Seventy-Seven Thousand One Hundred and Thirty (\$677,130) ("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 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:

Dr. Veran Fairrow, Program Director  
 Tennessee Department of Health  
 Oral Health Services  
 Andrew Johnson Building, 7<sup>th</sup> Floor  
 710 James Robertson Parkway  
 Nashville, TN 37243  
 Email: Veran.Fairrow@tn.gov

- 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, Oral Health Services.
  - (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 forty-five (45) 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 forty-five (45) 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 vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- 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:

Dr. Veran Fairrow, Program Director  
 Tennessee Department of Health  
 Oral Health Services  
 Andrew Johnson Building, 7<sup>th</sup> Floor  
 710 James Robertson Parkway  
 Nashville, TN 37243  
 Email Address: [Veran.Fairrow@tn.gov](mailto:Veran.Fairrow@tn.gov)  
 Telephone # 615-741-8618  
 FAX # 615-532-2785

The Grantee:

Becky Barnes, Director  
 Chattanooga-Hamilton County Health Department  
 921 East Third Street  
 Chattanooga, TN 37403-2165  
 Email Address: Beckyb@hamiltontn.gov  
 Telephone # 423-209-8000  
 FAX # 423-209-8101

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](mailto: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 2)
- 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 2.
- 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, workaroud 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](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 offence 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.

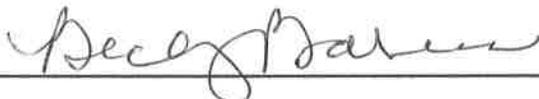
- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- 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 "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, 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. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.8. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- E. 9. 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**

 5/24/16  
\_\_\_\_\_  
**GRANTEE SIGNATURE** **DATE**

Becky Barnes, Administrator  
\_\_\_\_\_  
**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**CHATTANOOGA-HAMILTON COUNTY MAYOR**

\_\_\_\_\_  
**JIM M. COPPINGER, COUNTY MAYOR** **DATE**

**DEPARTMENT OF HEALTH:**

---

**JOHN J. DREYZEHNER, MPH, FACOEM, COMMISSIONER**

**DATE**

**ATTACHMENT 2**

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"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  
3<sup>rd</sup> 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: \_\_\_\_\_

**ATTACHMENT 1**  
**GRANT BUDGET**  
(BUDGET PAGE 1)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, School Based Oral Disease Prevention Services				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2018				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$503,600.00		\$503,600.00
2	Benefits & Taxes	\$209,400.00	\$0.00	\$209,400.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$5,200.00	\$0.00	\$5,200.00
5	Supplies	\$21,930.00	\$0.00	\$21,930.00
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 <sup>2</sup>	\$7,000.00		\$7,000.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$2,000.00	\$2,000.00	\$1,000.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$749,130.00</b>	<b>\$2,000.00</b>	<b>\$751,130.00</b>

<sup>1</sup> 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: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1**  
**GRANT BUDGET**  
(BUDGET PAGE 1)

<b>CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, School Based Oral Disease Prevention Services</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2016, and ending June 30, 2017</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b> (detail schedule(s) attached as applicable)	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$215,800.00	\$0.00	\$215,800.00
2	Benefits & Taxes	\$104,700.00	\$0.00	\$104,700.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$2,600.00	\$0.00	\$2,600.00
5	Supplies	\$10,965.00	\$0.00	\$10,965.00
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 <sup>2</sup>	\$3,500.00	\$0.00	\$3,500.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$1,000.00	\$0.00	\$1,000.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$338,565.00</b>	<b>\$0.00</b>	<b>\$338,565.00</b>

<sup>1</sup> 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: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
(BUDGET PAGE 2)

SALARIES							AMOUNT
Sharon Angland, Dental Assistant	\$3,190.33	x	12	x	92.00%	+	\$35,221.24
Holly Cross, Dental Hygienist	\$3,854.33	x	12	x	92.00%	+	\$42,551.80
Margie Wheeler, Dental Hygienist	\$3,848.08	x	12	x	92.00%	+	\$42,482.80
Marcia Fryar, Dental Hygienist	\$3,804.33	x	12	x	92.00%	+	\$41,999.80
Andy Thomas, Dentist	\$8,924.25	x	12	x	50.00%	+	\$53,545.50
ROUNDED TOTAL							\$215,800.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Laundry Service	\$2,600.00
ROUNDED TOTAL	\$2,600.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Routine Local Travel	\$3,500.00
ROUNDED TOTAL	\$3,500.00

**ATTACHMENT 1**  
**GRANT BUDGET**  
(BUDGET PAGE 3)

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, School Based Oral Disease Prevention Services				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2017, and ending June 30, 2018				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$215,800.00	\$0.00	\$215,800.00
2	Benefits & Taxes	\$104,700.00	\$0.00	\$104,700.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$2,600.00	\$0.00	\$2,600.00
5	Supplies	\$10,965.00	\$0.00	\$10,965.00
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 <sup>2</sup>	\$3,500.00	\$0.00	\$3,500.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$1,000.00	\$0.00	\$1,000.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$338,565.00	\$0.00	\$338,565.00

<sup>1</sup> 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: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (continued)  
 GRANT BUDGET LINE-ITEM DETAIL  
 (BUDGET PAGE 4)

SALARIES							AMOUNT
Sharon Angland, Dental Assistant	\$3,190.33	x	12	x	92.00%	+	\$35,221.24
Holly Cross, Dental Hygienist	\$3,854.33	x	12	x	92.00%	+	\$42,551.80
Margie Wheeler, Dental Hygienist	\$3,848.08	x	12	x	92.00%	+	\$42,482.80
Marcia Fryar, Dental Hygienist	\$3,804.33	x	12	x	92.00%	+	\$41,999.80
Andy Thomas, Dentist	\$8,924.25	x	12	x	50.00%	+	\$53,545.50
ROUNDED TOTAL							\$215,800.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Laundry Service	\$2,600.00
ROUNDED TOTAL	\$2,600.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Routine Local Travel	\$3,500.00
ROUNDED TOTAL	\$3,500.00



# Hamilton County Board of Commissioners RESOLUTION

No. 616-35

A RESOLUTION ACCEPTING THE BID OF BAKER WASTE EQUIPMENT FOR CONTRACT UNIT PRICING FOR STATIONARY COMPACTORS, BEGINNING JUNE 15, 2016 THROUGH JUNE 14, 2017, FOR THE RECYCLING / SUPPORT SERVICES 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 up to four (4) commercial stationary compactors and installation for Recycling Centers in Hamilton County for the Recycling/Support Services Department; and,

WHEREAS, the bid from Baker Waste Equipment amounting to \$16,946.00 each 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 Baker Waste Equipment for contract unit pricing for stationary compactors, beginning June 15, 2016 through June 14, 2017, for the Recycling / Support Services Department 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

June 15, 2016

\_\_\_\_\_  
Date



**BID # 0516-157: STATIONARY COMPACTOR  
Hamilton County, TN**

**1. STATEMENT OF INTENT**

Hamilton County, Tennessee hereinafter referred to as "the County" is soliciting bids for the purchase, delivery and installation of up to four (4) commercial stationary compactors from a qualified company hereinafter referred to as "the vendor" or "the bidder".

**2. SCOPE OF SERVICES**

These specifications are the minimum requirements for the purchase, delivery, installation and operational/safety training for the compactor specified in this contract. This includes, but is not limited to, all necessary work, labor, equipment and tools required for installation, electrical hook ups and guide rails.

The county will coordinate offloading and placement of the compactor components. The vendor will bolt the compactor body to an existing concrete pad and provide four or more anchor points, depending on the equipment.

**3. GENERAL REQUIREMENTS**

The vendor shall provide the equipment, delivery, installation and training as specified below, within applicable federal, state and local regulations and laws and U.S. Department of Labor Occupational Safety and Health Administration, American National Standards Institute and National Electrical Manufacturers Association industry standards. Completing each line item below is required. A copy of the manufacturer's specification sheet for the equipment must be attached with your bid.

**A. MEETS OR EXCEEDS**

Please indicate to what extent your proposed equipment meets specifications listed below by placing an "X" in either the "MEETS OR EXCEEDS" or "DOES NOT MEET" column. If your equipment does not meet a specification, please explain using the comments column.

GENERAL REQUIREMENTS	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
All equipment furnished shall be new and of the manufacturers' current production design.			
Bidder must be an authorized dealer for the unit.			
The entire vehicle/apparatus is to conform to D.O.T., OSHA, and all other applicable regulatory agencies.			
All warranties will be listed including any and all exclusions. No warranties can be terminated or canceled for any reason during the warranty coverage as stated in bid where specified. No travel or drive time will be paid while under any manufacturer's warranty.			
All warranty registrations will be completed by the bidder and copies provided upon delivery. All warranties will begin on any components on the in-service date or delivery date if no special training is needed to begin operating items supplied.			
Bid shall include shipping/delivery to Standifer Gap Recycling Center located at 7625 Standifer Gap Road.			

<b>MAIN CONTROL PANEL</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
Remote on 10' Cable			
Key Lock On/Off Switch			
Emergency Stop Button			
Green Start Button			
Multi Cycle Timer			
Automatic Safety Retract			
Auto Manual Toggle Switch			
Advance Full Load Indicator Light			
Full/Jam Auto Shut-off w/ Indicator Light in Stop Button			
Ram Position Switch			
Removable Rear Access Panels			
Ratchet Load Binders			
<b>HOPPER</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
Side Loading Ground Loading Hopper			
<b>MANUALS</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
Operation and maintenance			
<b>GUIDE RAILS</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
Guide rails with stops			
<b>INSTALLATION</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
7625 Standifer Gap Road Chattanooga., TN 37421			
<b>ON SITE TRAINING</b>	<b>MEETS OR EXCEEDS</b>	<b>DOES NOT MEET</b>	<b>COMMENTS</b>
Two (2) Operation & Safety Sessions			
Dates to be set by the county			

Initial \_\_\_\_\_

WARRANTY	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Five (5) Year Structural, Two (2) Year Parts & labor			

**B. MEETS OR EXCEEDS WITH DETAILS**

In this section, equipment and component particulars under the "details" headings must be provided along with meets or exceeds verification. This should include applicable information, but is not limited to, identifying ratings, material types, dimensions, normal and maximum forces and pressures, capacities, power requirements, model number(s) and any other data to support an accurate bid and to ensure all contractors are bidding on the same basis and bids will be competitive and comparable.

DESIGN & PERFORMANCE	DETAIL	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
3 Cu. Yds. Capacity				
Cycle Time :60 or less				
Clear Top Opening: Size				
Ram Penetration				
Face Dimensions				
Packing Force, Normal				
Packing Force, Maximum				
OP Pressure, Normal				
OP Pressure, Maximum				
Paint: Medium Green				
FRAME	DETAIL	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Floor Plate				
Floor Supports				
Structural Channel				
Side Plates Supports				
Breaker Bar				
Breaker Bar Teeth				
Ram Hold Down Bars				

POWER UNIT	DETAIL	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Oil Reservoir				
Oil Pump GPM				
TEFC Motor Volts/Phase				
RAM	DETAIL	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Face Plate				
Floor Plate				
Side Plates				
Top Plate				
Top Supports				
Guides				
REMOTE POWER UNIT	DETAIL	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
UL listed, NEMA rated				
Weather Shield				
4 NEMA Rating				
10' Power Supply Cable & 10' Hydraulic Hoses				
Oil Sight Gauge w/ Thermometer				
Low/Hot Oil Shut Down w/ Indicator Combination				
Thermal Oil Heater				
Color Coded Oil PG Bracket w/15' Hose				

**4. HEALTH, SAFETY AND GREEN-THINK STANDARDS**

Green-Think is a practice-based initiative of the County formed on being more cognizant and better stewards of potential environmental impacts in the process and material and basic practices. The goal is to maximize process efficiency and minimize environmental impacts while ascribing a safe work-place and work-practices through scheduling, cleaning and maintenance methods, water use, energy efficiency, air quality and materials.

Contractor commitment to utilizing environmentally sound procedures and policies as related to material and equipment, education and training of personnel, protocols for maximizing health and safety, and disposal of waste in environmentally preferable ways are an integral part of this contract.

**5. MINIMUM LIMITS OF INSURANCE**

The vendor shall provide proof of the following minimum limits of insurance; such coverage to be maintained throughout the term of the contract and be no less than:

- A. COMMERCIAL GENERAL LIABILITY INSURANCE - \$1,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - 1. Premise/Operations
  - 2. Explosion, Collapse and Underground Property Damage Hazard
  - 3. Products/Completed Operations
  - 4. Contractual
  - 5. Independent Contractors
  - 6. Broad Form Property Damage
  - 7. Personal Injury
  
- B. BUSINESS AUTOMOBILE LIABILITY INSURANCE - \$1,000,000 per accident for property damage and personal injury.
  - 1. Owned/Leased Autos
  - 2. Non-owned Autos
  - 3. Hired Autos
  
- C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per incident.

**Hamilton County Government 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.

For listing purposes as to the additional insured use the following:  
Hamilton County, TN  
C/O Hamilton County Risk Management Office  
317 Oak Street, 2nd Floor  
Chattanooga, TN 37403

**6. INDEMNIFICATION AND HOLD HARMLESS**

The Contractor shall indemnify, hold harmless and pay all costs of defense and damages for the County, its agents and employees, against any and all liability, damage, loss, claims, including Civil Rights Claims, and expenses which may accrue and be sustained by or threatened against the County or its Commissioners, agents and employees on account of any claim, suit or action made or brought against the County, its agents, Commissioners or employees for the death of or injury to any person or property for damages to any and all persons or property arising in whole or in part from any and all acts or omissions, whether negligent or otherwise, of the Contractor, the officers, agents, employees, authorized persons of Contractor and those on the premises with Contractor's permission or for whose acts the County may be liable. It is hereby agreed by the County and the Contractor that this provision is intended to and does indemnify and hold harmless the County against any liability caused by or resulting from the acts of the Contractor, its employees, officers, subcontractors, students or anyone for whose acts the Contractor or the County may be liable. This provision shall survive the termination or expiration of this Contract.

**7. ASSIGNMENT OR SUBCONTRACTING**

The contractor shall not subcontract or employ any independent contractors for all or any portion of the work without prior written approval from the County. In situations requiring immediate response, approval may be given over the phone with written approval being obtained within 72 hours. The County must approve any subcontractors employed by the contractor. The contractor shall remain wholly responsible for all workers employed and pay promptly for any work subcontracted or underlet. Contractor shall include each of its subcontractors as insured under the policies of insurance required herein or insure that their subcontractors meet the minimum requirements for insurance specified herein.

**8. BILLING**

Billings shall be submitted to: Hamilton County Support Services, 117 East 7th Street, Chattanooga, TN 37402.

**9. REFERENCES**

Provide at least three references of customers within the scope of this contract from the past three. This list must include contact names, addresses, telephone numbers and email addresses. Submission of such authorizes the County to contact any company included on the reference list and complete any documents necessary to authorize the County to talk to said references regarding performance of the contractor.

**10. BID EVALUATION**

Submissions will be evaluated by the County to verify the lowest and best bid as well as compliance with the specifications/requirements. Any submission that does not meet specifications/requirements will be disqualified and deemed non-responsive.

**11. SUBMITTAL REQUIREMENTS**

All submittals (*Section 12.B*) must be completed as requested or it may be deemed non-responsive and disqualified, at the sole discretion of the County.

**12. BID SUBMISSION REQUIREMENTS**

In order for a bid to be considered eligible, you must do the following:

- A. The proposer 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 May 24, 2016 to the Hamilton County Purchasing Director:

Gail B. Ropp  
 Director of Purchasing  
 BID # 0516-157: STATIONARY COMPACTOR from *{insert your company name}*  
 Hamilton County Purchasing Department  
 455 N. Highland Park Avenue  
 Chattanooga, TN 37404

- B. Complete attached Submittals, signed by an authorized contracting agent for your company:
  - 1. Information Response (*Sections 3.A & B and 14*)
  - 2. Bid Response (*Section 15*)
  - 3. Certificate of Compliance (*Section 16*)
  - 4. Authorization to Bind (*Section 17*)

- C. All pages of this document must be initialed in the bottom left corner.

**13. CONTACT**

Questions concerning specifications should be directed to:  
Alan Knowles, Support Services, (423) 209-6488

Questions concerning bid process should be directed to:  
Linda Chumbler, Purchasing, (423) 209-6350

**14. SUBMITTAL 1 of 4: REQUEST FOR BID: BID SPECIFICATIONS: STATIONARY COMPACTOR  
INFORMATION RESPONSE (also includes response on 3.A and 3.B)**

A. Hamilton County Business License Information:

1. Number: \_\_\_\_\_
2. Expiration Date: \_\_\_\_\_

If the contractor does not currently hold a business license in Hamilton County, this information can be provided after contractor selection.

B. Number of consecutive years in business: \_\_\_\_\_

C. Does your company meet the Minimum Limits of Insurance as stated above and requirement to provide the required Insurance Certificate if notified of Award of the business?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

D. Company Owner(s) Contact Information:

Name	Position/Title	Phone Number	E-mail Address

E. Business Type and Incorporation Information:

1. Specify your company type (Corporation, LLC, Partnership, etc.): \_\_\_\_\_
2. State of Incorporation: \_\_\_\_\_
3. Business Address: \_\_\_\_\_  
\_\_\_\_\_

F. References:

Provide at least three (3) references of customers where services were performed in the past two (2) years performing multi-stop solid waste services.

Name & Title	Company Name/Address	Phone Number	E-mail Address

**15. SUBMITTAL 2 of 4: REQUEST FOR BID: BID SPECIFICATIONS: STATIONARY COMPACTOR  
QUOTE RESPONSE**

**EQUIPMENT PROVIDED**

Manufacturer: \_\_\_\_\_ Model No.: \_\_\_\_\_

MANUFACTURER EQUIPMENT SPECIFICATIONS SHEET MUST BE ATTACHED TO THIS BID.

**UPON ORDER CONFIRMATION**

- Delivery and installation completed within sixty (60) days
- Two (2) operation and safety training sessions scheduled by the county

ALL INCLUSIVE PRICE PER UNIT: \$ \_\_\_\_\_

Bid submitted meets or exceeds the contract specifications listed herein:

Submitted by Company Name: \_\_\_\_\_  
Print Name

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

Authorized Signature: \_\_\_\_\_  
Sign and Print Name

Contact Phone: \_\_\_\_\_

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

Initial \_\_\_\_\_

**16. SUBMITTAL 3 of 4: REQUEST FOR BID: BID SPECIFICATIONS: STATIONARY COMPACTOR  
CERTIFICATE OF COMPLIANCE**

By indication of the authorized signature below, the proposer does hereby make certification and assurance of compliance with all provisions of this quote as well as the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. Hamilton County's Disadvantaged Business Enterprise guidelines;
6. the Drug Free Workplace statement;
7. the condition that the submitted quote was independently arrived at, without collusion, under penalty of perjury; and
8. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this quote.

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

Authorized Signature: \_\_\_\_\_  
Sign and Print Name

Date: \_\_\_\_\_

Initial \_\_\_\_\_

**17. SUBMITTAL 3 of 4: REQUEST FOR BID: BID SPECIFICATIONS: STATIONARY COMPACTOR  
AUTHORIZATION TO BIND**

By signing this, 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 certify and acknowledge that I have reviewed and approved the release of this quote for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal/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 (Print)

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
Firm Address, City and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

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

\_\_\_\_\_  
Date

Initial \_\_\_\_\_



## 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](mailto: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**

5/11/2016 8:02 AM Eastern

Solicitation Title: Stationary Compactor  
Number: 0516-157  
Bids Due: 5/24/2016 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

<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>
5/11/2016 8:02:15AM	Eastern	Linda Chumbler	<a href="#">0516-157 - Stationary Compactor</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	79	0

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**Please run the attached ad on May 11, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for a Stationary Compactor will be opened at 10:30 A.M. on May 24, 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](http://www.hamiltontn.gov/purchasing).

**Gail B. Roppo**  
Director of Purchasing



Stationary Compactor  
 May 24, 2016

Support Services  
 10:30 A.M.

Vendors:	Bakers Waste Equipment	Harmony Enterprises Inc.	Municipal Equipment Inc.	Georgia Baler & Compactor	Municipal Equipment Inc.	Greenleaf Compaction	Georgia Baler & Compactor
Total Bid Price:	\$16,946.00	\$18,420.00	\$18,772.00	\$20,635.00	\$20,987.00	\$21,442.75	\$22,410.00
Manufacturer:	Bakers Waste Equip	Harmony Enterprises Inc.	Marathon	PTR	Wastequip	Pinnacle Stationary	PTR
Model No:	Pinnacle S-300	C-300	RJ400 Ultra	TP-3000 Standard	345IP	S-300	TP-3000 HD-AR
Delivery:	5-6 weeks	4-6 weeks	45-60 days	45-60 days	45-60 days		45-60 days
Terms:	Net 30	Net 30	Net 15	Net 30	Net 15	Net 15	Net 30

Request For Bids:	
Newspaper Ad:	5/11/2016
Vendor Notification:	79
Vendor Response:	5
Budgeted:	Capital Outlay



# Hamilton County Board of Commissioners RESOLUTION

No. 616-36

A RESOLUTION ACCEPTING THE BID OF TALLEY CONSTRUCTION COMPANY, INC. FOR ONE (1) YEAR CONTRACT PRICING, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, BEGINNING JUNE 15, 2016 THROUGH JUNE 14, 2017, FOR ASPHALT MILLING 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 one (1) year contract pricing, with the option to renew for three (3) additional one-year terms, for asphalt milling services for the Highway Department; and,

WHEREAS, the bid of Talley Construction Company, Inc. 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 Talley Construction Company, Inc. for one (1) year contract pricing, with the option to renew for three (3) additional one-year terms, beginning June 15, 2016, through June 14, 2017, for asphalt milling services for the Highway Department 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

\_\_\_\_\_  
June 15, 2016

\_\_\_\_\_  
Date



**BID # 0516-161 ASPHALT MILLING SERVICES (REBID)**  
**Hamilton County, TN**

**I. STATEMENT OF INTENT**

Hamilton County, Tennessee hereinafter referred to as "the County" is soliciting bids for services from qualified firms for the establishment of a unit price agreement(s) for asphalt milling services on an as needed basis per contract specifications. All of the work shall be supervised on-site by the vendor and must be performed in a thorough and high quality manner and to satisfaction of the County prior to invoicing and payment.

For purposes of this bid, the terms Bidder, Contractor, Company, and Vendor are used interchangeably.

**II. DESCRIPTION OF SERVICES REQUESTED**

Under this contract, the County will designate a road or roads to be milled in writing to the contractor. Both the contractor and a representative of the County will ride all areas to be milled to insure that the contractor is aware of the locations and conditions of the roads that have been chosen. During this review of proposed work the contractor and County representative will agree upon unit of measure for payment (daily or square footage) and the number of trucks needed to keep operations working efficiently.

Hamilton County will be responsible for any prep work required on a road prior to assignment of said road to the contractor. The County would also be responsible for the following, but not limited to: TN one call, all road signage and traffic control during each project, sweeping and loading of loose material, trucks to haul material away, an on-site supervisor to make decisions that may arise, etc. The County will be responsible for providing a water source and/or a water meter. The County will also be responsible for reinstalling all striping and traffic signage painted on the road surface after contractor has completed the milling. The County will retain all millings.

The work under this contract will occur on a scheduled basis and will be performed during the normal workweek (Monday-Thursday). The Contractor can only work weekends or during observed National Holidays by the written consent of the Highway Department Director in advance of the work.

Under this contract the County will utilize the contractor a minimum of one (1) day per each mobilization of the contractor. One day constitutes a ten (10) hour day with work hours from 7am to 5pm.

The selected contractor will be required to furnish all necessary and appropriate supervision, labor, equipment, tools, transportation and other resources needed to perform all milling on the designated roads assigned to them by the County. (Milling Machine and Water Truck)

All work performed by the Contractor will be subject to inspection by a County representative(s) and payment will be withheld for any work not complying with the order specifications until deficiencies are corrected. Deficiencies shall be corrected within ten (10) business days at the sole expense and risk of the Contractor.

In the event the Contractor crosses or utilizes private property, the successful Bidder(s) is expected to and expressly agrees that he/she will contact and obtain the written consent of the owners before proceeding

with such work, whether such owner be an individual, company, corporation, county, state, or other political authority. Such written consent must be provided to the County with the invoice for the work.

The successful Bidder(s) further agrees that he/she will comply with the desires and conditions of the owners as to the manner in which said work is to be done, when such desires and conditions are not in conflict with the directions and requirements of the County.

If any damage is done to the property of others by the Contractor, its employees, or subcontractors during any County project, the Contractor will repair and restore at its sole cost to any such property and correct any damages, returning it to as good a condition as the property was before being damaged and in a manner satisfactory to the owner(s) of the property. Alternatively, the Contractor shall fully compensate the owner(s) of the property for the damage suffered. Contractor shall obtain a written release in a form satisfactory to the County, from the owner(s) of such property, fully releasing the County from any liability.

The County reserves the right to award this service to multi-vendors, and furthermore, to divide the services among the awarded vendors as deemed in the best interest of the County.

### **III. PROVISION OF LABOR, TOOLS, AND EQUIPMENT**

- A. The successful Bidder(s) will be required to furnish such labor, tools, equipment and transportation as may be necessary or desirable in the performance of the services covered by this bid. Bidders must quote on all of the items listed on the Bid Response Form in order to be considered for this contract.
- B. The successful Bidder(s) are expected to provide adequate on-site supervision on each job assignment.
- C. Transport time is not included or allowed under the terms of this contract. Please note that any work that will be assigned under this Contract will be a minimum of at least one (1) day per contractor notification of assignment.
- D. The County shall not be charged for services done on roads other than ones assigned.
- E. The successful Bidder's employees shall at all times wear clothing, badges, or other apparatus approved by the County, identifying them as employees of the Contractor. Contractor's employees shall identify themselves by name and position at any time requested by the public or a County representative.
- F. The successful Bidder(s) must ensure one person on each crew is fluent in English and he or she must be available at all times and at all worksites to courteously and adequately address any inquiries regarding the contractor's activities.
- G. The County will not pay for meals and other incidental items for the Contractor's employees.
- H. The successful Bidder(s) must comply with all applicable laws of the State of Tennessee, all ordinances, rules and regulations that may be promulgated by any governmental authority having jurisdiction in such matters. The successful Bidder(s) may, at the County's sole discretion be required to submit written proof of such compliance, i.e. permits, etc.

- I. The successful Bidder(s) will comply with all applicable safety requirements and regulations, federal, state or local.

#### **IV. WORKER REMOVAL**

All workers must have sufficient skill and experience to perform the assigned work properly and safely. The County reserves the right to demand removal of any employee of the successful Bidder(s) from any work covered by these specifications if, in the sole opinion of the County, such employee shows insufficient experience or fails to make due and proper effort to execute the work in the manner prescribed.

#### **V. ASSIGNMENT OR SUBCONTRACTING**

Any subcontractors must be approved in writing by Hamilton County prior to participating under this contract. Contractor shall include each of its subcontractors as insured under the policies of insurance required herein or insure that their subcontractors meet the minimum requirements for insurance specified herein.

#### **VI. VOLUME OF SERVICE REQUIRED**

The County is not obligated to provide the successful Bidder(s) with any specific amount of work with respect to milling services during the term covered by this bid.

#### **VII. EXPERIENCE REQUIREMENTS AND REFERENCES**

A minimum of five (5) consecutive years' experience milling asphalt shall be required in order to participate in this bid. Each bidder shall include a summary of their firm's business history, experience, and business financials. This information is expected to include the firm's milling business in general, as well as any other related business or experience.

Additionally each bidder must supply a list of five (5) organizations for which work has been satisfactorily completed within the last twenty-four (24) months. This list must include contact names, addresses, telephone numbers and email addresses. The County must be authorized to contact any company included on the list. The bidder will execute all documents necessary to authorize the County to talk to said references regarding performance of bidder.

#### **VIII. COMPENSATION AND BILLING**

The County shall pay the successful Bidder(s) for work on the basis of a daily price during any and all applicable situations: operations requiring start and stop operations; including multiple intersections, cul-de-sacs, patch work, obstacles, or short linear sections such as in subdivisions, long sections, etc.

Payment will not be made until the work has been inspected and completed to the satisfaction of the Hamilton County Highway Department.

Fuel surcharges are not allowed and all fuel costs should be included as a part of the stated rates.

It is expected that a majority of the work subject to this bid will be done during the usual and ordinary working hours on regular workdays. Any other days such as weekends or holidays shall be requested in writing at least one week prior to work date being requested.

Delays caused by either the County or the contractor shall be prorated using the daily rate.

Invoices are to be submitted as work is performed, or on a weekly or monthly basis for projects with extended time periods. Invoicing should be sent to Hamilton County Highway Department at 7625 Standifer Gap Road, Chattanooga, TN 37421.

**IX. INDEMNIFICATION AND HOLD HARMLESS**

The Contractor agrees to indemnify and hold harmless the County from any claims and/or actions brought or filed against the County directly or indirectly, with respect to, or on account of, the acts or omissions of the Contractor, its agents or employees arising out of the Contractor's fulfilling of this contract whether such claims of action are rightfully or wrongfully brought or filed.

The Contractor agrees to indemnify the County for all liability, losses or damages to the County from any source arising out of the fulfillment of this contract. The Contractor agrees to pay all cost the County incurs as a result of all suits, actions, claims or counterclaims filed against the County as a result of the acts or omissions of the Contractor, or those acting as agents or employees of the Contractor, to conform with all statutes, ordinances or other regulations or requirements of any governmental authority in connections with its duties under this contract. The Contractor further agrees to defend all actions whether brought under tort contract, willful, malicious or activities of the Contractor by and through its agents, employees or otherwise, including any civil rights actions resulting from the acts or omissions of the Contractor or its employees or agents. This provision shall survive the termination or expiration of this Contract.

**X. MINIMUM LIMITS OF INSURANCE**

The contractor shall provide written confirmation of the following minimum limits of insurance:

- A. *Commercial General Liability Insurance*: \$1,000,000 per occurrence for property damage and bodily injury. The proposer should indicate in its proposal whether the coverage is provided on a claims-made or (preferably) on an occurrence basis. The insurance shall include coverage for the following:
  - i. Premise/Operations
  - ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
  - iii. Products/Completed Operations
  - iv. Contractual
  - v. Independent Contractors
  - vi. Broad Form Property Coverage
  - vii. Personal Injury
  
- B. *Business Automobile Liability Insurance*: \$1,000,000 limit per accident for property damage and personal injury.
  - i. Owned/Leased Autos
  - ii. Non-owned Autos

iii. Hired Autos

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

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.

Proof of Insurance must be provided before a contract is executed with the successful provider for this bid and updated as necessary.

**XI. CONTRACT TERMS**

The terms of this agreement shall be for one (1) year, with three (3) one-year renewal options, beginning at the time this contract is approved. Either the County or the contractor may terminate this agreement with a sixty (60) day written notice. The successful Bidder will be required to sign a contract with the County. Bid specifications will be incorporated into the contract. A copy of a *Pro Forma* contract will be provided on request.

**XII. BID RESPONSE FORM**

The attached Bid Response Form must be completed and the information request submitted as required by the Hamilton County Purchasing Department and is to be considered part of this contract.

Each bid will be evaluated by the County to verify the lowest and best bid as well as compliance with the bid specifications/requirements. Any bid that does not meet specifications/requirements will be disqualified and deemed unresponsive.

**XIII. BID SUBMISSION REQUIREMENTS**

In order for your submission to be considered eligible, you must do the following:

- A. The proposer must complete and deliver an original and two (2) hard copies of its bid response document in a sealed envelope before 10:30 a.m. (ET) on June 1, 2016 to the Hamilton County Purchasing Director at the address specified below.

***Please note that receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FEDEX, UPS, etc.), the County mail system or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.***

**DELIVERY ADDRESS FOR ALL PROPOSALS:**

Gail B. Roppo  
Director of Purchasing  
Bid # 0516-161: Asphalt Milling Services from {insert your company name here}  
Hamilton County Purchasing Department  
455 N. Highland Park Avenue  
Chattanooga, TN 37404

- B. Bidder shall complete the attached Bid Response Form (pages 7 – 8).
- C. All requested information must be provided. Attach additional documents as required.
- D. No fax or email bid responses will be accepted.
- E. A signed copy of the Statement of Compliance must be attached (page 9).
- F. Your bid must be signed by an authorized contracting agent for your company on the Authorization to Bind form (page 10).

**XIV. HAMILTON COUNTY, TN GENERAL BID TERMS AND CONDITIONS**

Standard Bid Terms and Conditions are attached.

**XV. CONTACTS**

Questions concerning milling services should be directed to:  
Ben Wilson, Director of Highway, (423) 595-7251

Questions concerning bid process should be directed to:  
Linda Chumbler, Purchasing, (423) 209-6350

**BID RESPONSE FORM**

**SECTION A: UNIT PRICING**

The County makes no guarantee of volume of work to be assigned during the term of this contract. The items listed below represent the minimum acceptable requirements for this bid. The undersigned understands the terms of the contract and proposes and agrees to furnish any or all services requested in this bid at the prices stated herein.

UNIT PRICE RATES FOR <u>MILLING DAILY</u>	PRICE PER DAY	
One (1) day only	\$	day
Two (2) or more days per location	\$	daily

**SECTION B: BIDDER INFORMATION**

1. Hamilton County Business License Information:

Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

2. Number of Years in Milling Business:

In Total for Company (*Required 5 year minimum*): \_\_\_\_\_  
In Hamilton County, TN (*Required 5 year minimum*): \_\_\_\_\_

3. Does your company meet the Minimum Limits of Insurance as stated in Section X and requirement to provide the required Insurance Certificate if notified of Award of the business?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

4. Company Owner(s) Contact Information:

Name	Position/Title	Phone Number	E-mail Address

5. Business Type and Incorporation Information:

- a. Specify your company type (Corporation, LLC, Partnership, etc.): \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. Business Address: \_\_\_\_\_  
\_\_\_\_\_

**6. References**

Provide at least five (5) references of customers in the past two (2) years with services performed in comparable scope and size of this bid request. *Note: References may be confirmed as a part of the bid verification process.*

Name & Title	Company Name/Address	Phone Number	E-mail Address

**Submitted by Company Name:** \_\_\_\_\_  
Print Name

**Contact Name / Phone:** \_\_\_\_\_  
Print Name

### CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Bidder's compliance with all provisions of this BID as well as the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. Hamilton County's Disadvantaged Business Enterprise guidelines;
6. the Drug Free Workplace statement;
7. the condition that the submitted bid was independently arrived at, without collusion, under penalty of perjury; and
8. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this bid.

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### AUTHORIZATION TO BIND

By signing this, 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 certify and acknowledge that I have reviewed and approved the release of this proposal/bid for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal/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](mailto: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**

5/19/2016 8:29 AM Eastern

Solicitation Title: Asphalt Milling Services (Rebid)

Number: 0516-161

Bids Due: 6/01/2016 10:30:00 AM Eastern

Status: Open

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

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		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>
5/19/2016 8:29:46AM	Eastern	Linda Chumbler	<a href="#">0516-161 - Asphalt Milling Services (Rebid)</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents	296	3

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**Please run the attached ad on May 19, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for contract pricing for Asphalt Milling Services (Rebid) will be opened at 10:30 A.M. (ET) on June 1, 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](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Asphalt Milling Services (Rebid)  
June 1, 2016

Highway Department  
10:30 A.M.

Vendors:	Talley
	Construction
	Company, Inc.
Daily Rates:	
One day:	\$8,300.00
two or more days:	\$7,950.00

Request For Bids:	
Newspaper Ad:	5/19/2016
Vendor Notification:	296
Vendor Response:	1
Budgeted:	Operating



# Hamilton County Board of Commissioners RESOLUTION

No. 616-37

A RESOLUTION ACCEPTING THE QUALIFICATIONS AND FEE SCHEDULES OF SANTEC CONSULTING SERVICES, INC., ARCADIS U.S., INC., S&ME, INC., THOMPSON ENGINEERING, INC., TERRACON CONSULTANTS, INC., GEOSERVICES, LLC, MARION ENVIRONMENTAL, INC., MORELAND ALTOBELLI ASSOCIATES, INC., AND MC SQUARED, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING JULY 3, 2016 THROUGH JULY 2, 2017, FOR GEOENVIRONMENTAL CONSULTING SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Request for Qualifications (RFQ) were received in response to public advertisement for one (1) year contract pricing for geotechnical, environmental, facilities, construction materials engineering and testing services and related professional services; and,

WHEREAS, the qualifications of SanteC Consulting Services, Inc., Arcadis U.S., Inc., S&ME, Inc., Thompson Engineering, Inc., Terracon Consultants, Inc., GEOServices, LLC, Marion Environmental, Inc., Moreland Altobelli Associates, Inc., and MC Squared, Inc. were evaluated and approved to perform geoenvironmental consulting services; and,

WHEREAS, the fee schedules of SanteC Consulting Services, Inc., Arcadis U.S., Inc., S&ME, Inc., Thompson Engineering, Inc., Terracon Consultants, Inc., GEOServices, LLC, Marion Environmental, Inc., Moreland Altobelli Associates, Inc., and MC Squared, Inc. are accepted; and,

WHEREAS, there will be 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 qualifications of SanteC Consulting Services, Inc., Arcadis U.S., Inc., S&ME, Inc., Thompson Engineering, Inc., Terracon Consultants, Inc., GEOServices, LLC, Marion Environmental, Inc., Moreland Altobelli Associates, Inc., and MC Squared, Inc., for one (1) year contract pricing, beginning July 3, 2016 through July 2, 2017, for geoenvironmental consulting services, are hereby approved and accepted, 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

June 15, 2016

\_\_\_\_\_  
Date

**Hamilton County, Tennessee and  
Hamilton County Department of Education**

**Geoenvironmental Consultant Pre-Qualification Process**

---

Hamilton County has developed a Pre-Qualification Process to acquire geoenvironmental consulting services. This process places qualified firms on an approved list that Hamilton County can use for respective projects.

Hamilton County may invite firms to submit qualification information to maintain an adequate number of quality firms. The firms will complete the attached Geoenvironmental Consultant Qualification Form.

Approved qualifications shall be good for 1 year.

Revised 04/21/16

Page 1 of 13

SECTION 1

**Hamilton County, Tennessee and  
Hamilton County Department of Education  
Geoenvironmental Consultant Qualification Form**

**PART 1 GENERAL QUALIFICATIONS**

<b>ENGINEER QUALIFICATIONS</b>			1. SOLICITATION NUMBER <i>(If any)</i>	
<i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>				
2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. DUNS NUMBER
2b. STREET			<b>5. OWNERSHIP</b>	
2c. CITY			a. TYPE	
2d. STATE	2e. ZIP CODE		b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM <i>(If block 2a is a branch office)</i>	
6b. TELEPHONE NUMBER		6c. E-MAIL ADDRESS		
8a. FORMER FIRM NAME(S) <i>(If any)</i>			8b. YR. ESTABLISHED	8c. DUNS NUMBER

**PART 2 LIST OF EMPLOYEE DISCIPLINES WHO WILL PROVIDE SERVICES**

Additional Team Members may be added to meet specific objectives. Individuals can be counted in only one category.

<b>LIST OF EMPLOYEE DISCIPLINES (WHO WILL PROVIDE SERVICES)</b>		1. SOLICITATION NUMBER <i>(If any)</i>	
<b>A. Discipline</b>	<b>B. Number of Employees</b>		
	1) Local Office	2) Firm (Company)	
Geotechnical Engineering (P.E.)			
Geotechnical – Environmental Professional			
Geologist			
Environmental Scientist			
Engineering Technician / Field Representative			



Services	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
ADDITIONAL NOTES	

#### **PART 4 DEMONSTRATED PROJECT EXPERIENCE**

Provide project summaries for 5 to 7 projects of the type anticipated by Hamilton County. Include contact names for each project. Each project summary shall be no more than one page. Attach to this form.

Summarize firm's performance about the following.

- Schedule
- Adherence to budget

#### **PART 5 RESUMES**

Provide resumes of key individuals expected to provide services. Each resume shall be no more than two pages. Attach to this form.

Send two (2) resumes per category listed in PART 2.

#### **PART 6 CERTIFICATE OF INSURANCE**

Provide Certificate of Insurance for the following:

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should 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. Explosion, Collapse and Underground Property Damage Hazard (only applicable to the project.)
  - c. Products/Completed Operations
  - d. Contractual
  - e. Independent Contractors
  - f. Broad Form Property Coverage
  - g. 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 Employers' Liability Insurance – Workers' Compensation statutory limits as required by Tennessee law. This policy should also include Employers' Liability Coverage for \$1,000,000.
  4. Professional Liability Insurance - \$1,000,000 per occurrence or as per project (ultimate loss value per occurrence).

#### Acceptability of Insurers

Insurance is to be placed with Tennessee admitted insurers rated B+10 or better by A.M. Best's rating service or as approved by Hamilton County.

### **PART 7 FEE SCHEDULE**

Complete the attached fee schedule. A fee does not have to be provided for every line item.

**Hamilton County, Tennessee and  
Hamilton County Department of Education  
Geoenvironmental Consultant Fee Schedule**

---

**FIELD EXPLORATION**

**Drilling and Exploration**

Mobilization - truck		
Local Mobilization	<input type="text"/>	/ea
With Drilling Equipment	<input type="text"/>	/mi
Mobilization - ATV		
Local Mobilization	<input type="text"/>	/ea
With Drilling Equipment	<input type="text"/>	/mi
Clearing and Access		
Mobilization	<input type="text"/>	/ea
Dozer	<input type="text"/>	/hr
Backhoe	<input type="text"/>	/hr
Per Diem	<input type="text"/>	/day
Soil Boring Advancement with SPT		
0 - 50 feet Depth Range	<input type="text"/>	/ft
50+ feet Depth Range	<input type="text"/>	/ft
Extra Split Spoon Sample	<input type="text"/>	/ea
Auger Boring	<input type="text"/>	/ft
Undisturbed Sampling, Shelby tube	<input type="text"/>	/ea
Piston / Pitcher Sampling	<input type="text"/>	/ea
Bulk Samples	<input type="text"/>	/ea
Hourly for Drill Crew		
Specialty Drilling	<input type="text"/>	/hr
Standby	<input type="text"/>	/hr
Rock Coring (N series)		
Coring Setup (per boring)	<input type="text"/>	/loc
0 - 50 feet Depth Range	<input type="text"/>	/ft
50 - 100 feet Depth Range	<input type="text"/>	/ft
Core Boxes	<input type="text"/>	/ea
Rock Coring (H series)		
Coring Setup (per boring)	<input type="text"/>	/loc
0 - 50 feet Depth Range	<input type="text"/>	/ft
50 - 100 feet Depth Range	<input type="text"/>	/ft
Core Boxes	<input type="text"/>	/ea
Temporary Piezometer Installation	<input type="text"/>	/ft
Rock Drilling - Air Rotary		
Setup (per boring)	<input type="text"/>	/ea
0 - 50 feet Depth Range	<input type="text"/>	/ft
50-100 feet Depth Range	<input type="text"/>	/ft

Temporary Casing Installation, 6-inch		
0 - 50 feet Depth Range	<input type="text"/>	/ft
50 - 100 feet Depth Range	<input type="text"/>	/ft
Permanent Casing Installation, 6-inch		
0 - 50 feet Depth Range	<input type="text"/>	/ft
50 - 100 feet Depth Range	<input type="text"/>	/ft
Direct Push Rig		
Daily	<input type="text"/>	/day
Macro Core Sleeves	<input type="text"/>	/ea
Prepack Well	<input type="text"/>	/ft
Expendable Tips	<input type="text"/>	/ea
Tubing	<input type="text"/>	/ft
Monitor Well Installation - 2" dia. PVC (excluded drilling)		
0 - 50 feet Depth Range	<input type="text"/>	/ft
50 - 100 feet Depth Range	<input type="text"/>	/ft
Monitor Well Surface Improvements		
3'x3' Well Pad	<input type="text"/>	/ea
4"x4"x5' Steel Locking Shroud	<input type="text"/>	/ea
6"x6"x5' Steel Locking Shroud	<input type="text"/>	/ea
8" Flush Shroud	<input type="text"/>	/ea
4" dia. Protective posts	<input type="text"/>	/ea
Well Abandonment - 2" PVC		
Plug in place	<input type="text"/>	/ft
Pad/Shroud Removal	<input type="text"/>	/ea
Minimum Drilling Charge	<input type="text"/>	/project
<b>Boring Grouting</b>		
4 Inch Diameter Boring	<input type="text"/>	/ft
6 Inch Diameter Boring	<input type="text"/>	/ft

**EQUIPMENT USE CHARGE**

**Equipment Usage Charges**

Electrical Resistivity		/day
Ground Penetrating Radar		/day
Surface Seismic Array		/day
Down Hole Seismic		/day
Nuclear Density Gauge		/day
Concrete Testing Equipment		/day
Dynamic Cone Penetrometer		/day
Core Machine		/day
Core Bit Wear		\$/in/in
High Pressure Washer		/day
Steam Cleaner		/day
Grouting Unit		/day
Water Trailer		/day
Air Compressor		/day
Generator		/day
Jackhammer - Electric		/day
Jackhammer - Air		/day
Pickup Truck - 1/2 ton		/day
Pickup Truck - 3/4 ton		/day
Photoionization Detector		/day

**Pumps**

Centrifugal Pump		/day
Peristaltic Pump		/day
Purge Pump		/day

**Meters**

pH Meter		/day
Specific Conductance Meter		/day
DO Meter		/day
ORP Meter		/day
Explosive Gas Meter		/day
Pressure Transducer		/day
Data Logger		/day
Oil/Water Interface Probe		/day
Electric Water Level Indicator		/day

**Supplies**

Bailers		/ea
Petroleum Absorbent Booms		/ea
Drums, 55-gal		/ea
Plastic		/ea
Other:		


**GEOTECHNICAL/MATERIALS LABORATORY TESTING**

**Shear Strength Tests**

Unconfined Compression Test	<input type="text"/>	/ea
Triaxial Compression Tests		
UU	<input type="text"/>	/ea
UU - saturated	<input type="text"/>	/ea
CU w/ Pore Pressure Measurement	<input type="text"/>	/ea
CD	<input type="text"/>	/ea

**Classification Tests**

Atterberg Limits	<input type="text"/>	/ea
Particle Size Analysis (2" - #200)	<input type="text"/>	/ea
Particle Size Analysis (1/4" - #200)	<input type="text"/>	/ea
Particle Size Analysis (Hydrometer)	<input type="text"/>	/ea
#200 Wash	<input type="text"/>	/ea

**Consolidation Tests**

Consolidation	<input type="text"/>	/ea
Consolidation with Hysteresis	<input type="text"/>	/ea

**Permeability Tests**

Constant Head	<input type="text"/>	/ea
Controlled Gradient	<input type="text"/>	/ea

**Earthwork Tests**

Compaction Tests (Proctor): Soil, Standard	<input type="text"/>	/ea
Compaction Tests (Proctor): Soil, Modified	<input type="text"/>	/ea
Compaction Tests (Proctor): Stone, Standard	<input type="text"/>	/ea
Compaction Tests (Proctor): Stone, Modified	<input type="text"/>	/ea
Proctor Check Point	<input type="text"/>	/ea
CBR, Soaked - Three points with Plot	<input type="text"/>	/ea

**Miscellaneous Tests**

Separate Moisture Content	<input type="text"/>	/ea
Separate Unit Weight Determination	<input type="text"/>	/ea
Specific Gravity	<input type="text"/>	/ea
pH Determination	<input type="text"/>	/ea
Resistivity	<input type="text"/>	/ea
Remolded Sample Preparation	<input type="text"/>	/ea
Saw Shelby Tube	<input type="text"/>	/ea
Organic Content	<input type="text"/>	/ea

**Concrete Testing**

Compressive Strength (/ specimen made)	<input type="text"/>	/ea
Floor Flatness and Levelness Testing	<input type="text"/>	/sf
Vapor Emission Testing	<input type="text"/>	/test
Compressive Strength of Concrete Cores	<input type="text"/>	/core
Concrete Mix Design Verification	<input type="text"/>	/mix

**Asphalt Testing**

- Asphalt Extraction and Gradation
- Marshall Density, Stability, & Flow
- Theoretical Density and Specific Gravity
- Asphalt Core Density
- Asphalt Core Thickness
- Asphalt Patch (bag)

	/ea

**Masonry**

- Grout Compression Test
- Mortar Cubes
- Compressive Strength/Absorption of Block
- Masonry Composite Compression Test

	/set
	/cube
	/set
	/test

**PROFESSIONAL AND TECHNICAL SUPPORT SERVICES**

Principal/Chief Engineer		/hr
Senior Registered Professional		/hr
Project Registered Professional		/hr
Staff Professional		/hr
Field Professional		/hr
Project Manager		/hr
Health and Safety Specialist		/hr
Senior Environmental Specialist		/hr
Project Environmental Specialist		/hr
Staff Environmental Specialist		/hr
Senior Industrial Hygienist		/hr
Industrial Hygienist		/hr
Senior Ecologist		/hr
Staff Ecologist		/hr
Senior Archaeologist		/hr
Staff Archaeologist		/hr
Technical Administrator		/hr
CAD Technician I		/hr
CAD Technician II		/hr
Steel Inspector, CWI		/hr
Steel Inspector NDE, ASNT Level II		/hr
Steel Inspector NDE, ASNT Level III		/hr
Roofing Observer		/hr
Senior Special Inspector		/hr
Special Inspector		/hr
Senior Engineering Technician		/hr
Engineering Technician		/hr
Senior Environmental Technician		/hr
Environmental Technician		/hr
Overtime Multiplier (over 8 hrs/day)		
Overtime Multiplier (Weekends)		
Overtime Multiplier (Holidays)		

\* Overtime rates apply to non-exempt employees.

**EXPENSES**

Mileage		/mi
Per Diem		/day
Report Production		/pg
Subcontract Services		% + Cost
Analytical Laboratory Testing		% + Cost
Fuel Surcharge		/mi
Misc. Reimbursable		% + Cost
Other:		


## 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

## REQUEST FOR QUALIFICATIONS (RFQ)

Hamilton County, Tennessee is distributing RFQ's to contract for Geoenvironmental Consulting Services. The contracts will establish one (1) year unit pricing for geotechnical, environmental, facilities, construction materials engineering and testing services and related professional services. These services may be contracted for Hamilton County, Tennessee or Hamilton County Department of Education projects over the next year.

Sealed qualification packets will be received in the office of the Hamilton County Purchasing Director, before 2:00 P.M. on May 12, 2016. No packets will be received or accepted after the above specified time.

Submit qualification packet to:

Gail B. Roppo, Director of Purchasing, Hamilton County Purchasing, 455 N. Highland Park Avenue, Chattanooga, Tennessee 37404

Packets may be obtained from the Hamilton County Engineering Department, Development Resource Center, 1250 Market Street, Suite 3050, Chattanooga, TN 37402, (423) 209-7810. The County reserves the right to waive any informalities or to accept or reject any or all responses.

Hamilton County,  
Gail Roppo,  
Purchasing Director

**REQUEST FOR QUALIFICATIONS  
(RFQ)**

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ment, Development Resource Center,  
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any informalities or to accept or reject  
any or all responses.

Hamilton County,  
Gail Roppo,  
Purchasing Director

**Geotech Fees 2016 - 2017**

	Stantec		Arcadis		S&ME, Inc.		Thompson Engineering		Terracon		GEOService, LLC		Marion Environmental Inc.		Moreland Altobelli Associates		MC <sup>2</sup>				
<b>FIELD EXPLORATION</b>																					
<b>Drilling and Exploration</b>																					
<b>Mobilization - truck</b>																					
Local Mobilization	\$ 385.00	ea	\$ -	ea	\$400.00	ea	\$345.00	ea	\$500.00	ea	\$350.00	ea	ea	ea	\$400.00	ea	\$ 65.00	ea			
With Drilling Equipment	\$ 3.50	mi		mi	no charge	mi	\$1.73	mi	\$2.00	mi		mi	mi	mi	\$0.00	mi	\$ 0.51	mi			
<b>Mobilization - ATV</b>																					
Local Mobilization	\$ 605.00	ea	\$ -	ea	\$550.00	ea	\$550.00	ea	\$700.00	ea	\$500.00	ea	ea	ea	\$500.00	ea	\$ 450.00	ea			
With Drilling Equipment	\$ 4.50	mi		mi	no charge	mi	\$2.30	mi	\$3.00	mi		mi	mi	mi	\$0.00	mi	\$ 2.50	mi			
<b>Clearing and Access</b>																					
Mobilization	\$ 275.00	ea	\$ -	ea	\$200.00	ea	\$250.00	ea	\$400.00	ea	\$400.00	ea	ea	ea	\$300.00	ea	\$ 400.00	ea			
Dozer	\$ 137.50	hr	\$ -	hr	\$100.00	hr	\$125.00	hr	\$110.00	hr	\$150.00	hr	hr	hr	\$100.00	hr	\$ 75.00	hr			
Backhoe	\$ 110.00	hr	\$ -	hr	\$90.00	hr	\$100.00	hr	\$90.00	hr	\$100.00	hr	hr	hr	\$100.00	hr	\$ 75.00	hr			
Per Diem	\$ 220.00	day	\$ -	day	\$150.00	day	\$125.00	day	\$130.00	day		day	day	day	\$150.00	day	\$ 120.00	day			
<b>Soil Boring Advancement with SPT</b>																					
0 - 50 feet Depth Range	\$ 11.55	ft	\$ -	ft	\$12.00	ft	\$14.25	ft	\$11.00	ft	\$9.50	ft	ft	ft	\$11.00	ft	\$ 12.50	ft			
50+ feet Depth Range	\$ 13.75	ft	\$ -	ft	\$16.00	ft	\$18.25	ft	\$14.00	ft	\$10.00	ft	ft	ft	\$12.00	ft	\$ 13.50	ft			
Extra Split Spoon Sample	\$ 22.00	ea	\$ -	ea	\$30.00	ea	\$17.50	ea	\$15.00	ea	\$15.00	ea	ea	ea	\$30.00	ea	\$ 10.00	ea			
Auger Boring	\$ 8.80	ft	\$ -	ft	\$8.00	ft	\$9.50	ft	\$8.00	ft	\$6.00	ft	ft	ft	\$9.00	ft	\$ 8.50	ft			
Undisturbed Sampling, Shelby tube	\$ 71.50	ea	\$ -	ea	\$75.00	ea	\$58.00	ea	\$60.00	ea	\$60.00	ea	ea	ea	\$85.00	ea	\$ 85.00	ea			
Piston / Pitcher Sampling	\$ 110.00	ea	\$ -	ea	\$150.00	ea	\$165.00	ea	\$150.00	ea	\$75.00	ea	ea	ea	\$65.00	ea	\$ 85.00	ea			
Bulk Samples	\$ 33.00	ea	\$ -	ea	\$50.00	ea	\$30.00	ea	\$25.00	ea	\$35.00	ea	ea	ea	\$20.00	ea	\$ 30.00	ea			
<b>Hourly for Drill Crew</b>																					
Specialty Drilling	\$ 220.00	hr	\$ -	hr	\$200.00	hr	\$220.00	hr	\$210.00	hr	\$200.00	hr	hr	hr	\$180.00	hr	\$ 225.00	hr			
Standby	\$ 137.50	hr	\$ -	hr	\$200.00	hr	\$165.00	hr	\$160.00	hr	\$125.00	hr	hr	hr	\$150.00	hr	\$ 195.00	hr			
<b>Rock Coring (N series)</b>																					
Coring Setup (per boring)	\$ 110.00	loc	\$ -	loc	\$250.00	loc	\$220.00	loc	\$125.00	loc	\$150.00	loc	loc	loc	\$200.00	loc	\$ 250.00	loc			
0 - 50 feet Depth Range	\$ 44.00	ft	\$ -	ft	\$50.00	ft	\$40.00	ft	\$37.00	ft	\$35.00	ft	ft	ft	\$50.00	ft	\$ 48.00	ft			
50 - 100 feet Depth Range	\$ 46.20	ft	\$ -	ft	\$50.00	ft	\$42.00	ft	\$40.00	ft	\$42.00	ft	ft	ft	\$55.00	ft	\$ 52.00	ft			
Core Boxes	\$ 40.00	ea	\$ -	ea	no charge	ea	\$11.00	ea	no charge	ea	\$10.00	ea	ea	ea	\$15.00	ea	\$ 35.00	ea			
<b>Rock Coring (H series)</b>																					
Coring Setup (per boring)	\$ 110.00	loc	\$ -	loc	\$250.00	loc	\$220.00	loc	\$150.00	loc	\$200.00	loc	loc	loc	\$200.00	loc	\$ 225.00	loc			
0 - 50 feet Depth Range	\$ 49.50	ft	\$ -	ft	\$55.00	ft	\$45.00	ft	\$40.00	ft	\$35.00	ft	ft	ft	\$55.00	ft	\$ 48.00	ft			
50 - 100 feet Depth Range	\$ 52.25	ft	\$ -	ft	\$55.00	ft	\$47.50	ft	\$45.00	ft	\$45.00	ft	ft	ft	\$60.00	ft	\$ 52.00	ft			
Core Boxes	\$ 40.00	ea	\$ -	ea	\$25.00	ea	\$16.50	ea	\$31.00	ea	\$10.00	ea	ea	ea	\$30.00	ea	\$ 35.00	ea			
Temporary Piezometer Installation	\$ 16.50	ft	\$ -	ft	\$15.00	ft	\$15.00	ft	\$16.00	ft	\$16.00	ft	ft	ft	\$30.00	ft	\$ 22.50	ft			
<b>Rock Drilling - Air Rotary</b>																					
Setup (per boring)	\$ 110.00	ea	\$ -	ea	\$300.00	ea	\$220.00	ea	\$240.00	ea	\$250.00	ea	ea	ea	\$175.00	ea	\$ 350.00	ea			
0 - 50 feet Depth Range	\$ 22.00	ft	\$ -	ft	\$20.00	ft	\$20.00	ft	\$21.00	ft	\$20.00	ft	ft	ft	\$40.00	ft	\$ 38.00	ft			
50-100 feet Depth Range	\$ 24.75	ft	\$ -	ft	\$25.00	ft	\$22.50	ft	\$24.00	ft	\$25.00	ft	ft	ft	\$45.00	ft	\$ 45.00	ft			
<b>Temporary Casing Installation, 6-inch</b>																					
0 - 50 feet Depth Range	\$ 13.75	ft	\$ -	ft	\$8.00	ft	\$12.50	ft	\$12.00	ft	\$10.00	ft	ft	ft	\$8.50	ft	\$ 8.50	ft			
50 - 100 feet Depth Range	\$ 13.75	ft	\$ -	ft	\$10.00	ft	\$16.50	ft	\$17.00	ft	\$15.00	ft	ft	ft	\$9.50	ft	\$ 10.50	ft			
<b>Permanent Casing Installation, 6-inch</b>																					
0 - 50 feet Depth Range	\$ 22.00	ft	\$ -	ft	\$25.00	ft	\$24.75	ft	\$24.00	ft	\$25.00	ft	ft	ft	\$10.00	ft	\$ 35.00	ft			
50 - 100 feet Depth Range	\$ 22.00	ft	\$ -	ft	\$27.50	ft	\$27.50	ft	\$28.00	ft	\$27.00	ft	ft	ft	\$12.00	ft	\$ 47.00	ft			
<b>Direct Push Rig</b>																					
Daily	\$ 1,760.00	day	\$ -	day	\$1,500.00	day	\$1,600.00	day	\$1,800.00	day	\$1,500.00	day	day	day	\$1,500.00	day	\$ 1,250.00	day			
Macro Core Sleeves	\$ 6.60	ea	\$ -	ea	\$5.00	ea	\$6.00	ea	\$6.00	ea	\$4.50	ea	ea	ea	\$50.00	ea	\$ 110.00	ea			
Prepack Well	\$ 22.00	ft	\$ -	ft	\$25.00	ft	\$22.00	ft	\$26.00	ft	\$20.00	ft	ft	ft	\$20.00	ft	\$ 13.00	ft			
Expendable Tips	\$ 6.60	ea	\$ -	ea	\$10.00	ea	\$16.50	ea	\$15.00	ea	\$12.00	ea	ea	ea	\$50.00	ea	\$ 11.00	ea			
Tubing	\$ 0.55	ft	\$ -	ft	\$2.00	ft	\$1.10	ft	\$1.50	ft	\$1.00	ft	ft	ft	\$5.00	ft	\$ 8.00	ft			

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	Stantec		Arcadls		S&ME,Inc.		Thompson Engineering		Terracon		GEOService, LLC		Marion Environmental Inc.		Moreland Altabelli Associates		MC <sup>2</sup>			
Monitor Well Installation - 2" dia. PVC (excluded drilling)0-50	\$ 22.00	ft	\$ -	ft	\$22.00	ft	\$22.00	ft	\$30.00	ft	\$20.00	ft		ft	\$50.00	ft	\$ 10.00	ft		
50 - 100 feet Depth Range Rock Surcharge	\$ 22.00	ft	\$ -	ft	\$22.00	ft	\$24.75	ft	\$36.00	ft	\$20.00	ft		ft	\$55.00	ft	\$ 13.00	ft		
Monitor Well Surface Improvements																				
3'x3' Well Pad	\$ 275.00	ea	\$ -	ea	\$350.00	ea	\$330.00	ea	\$370.00	ea	\$300.00	ea	ea	ea	\$150.00	ea	\$ 120.00	ea		
4"x4"x5' Steel Locking Shroud	\$ 165.00	ea	\$ -	ea	\$50.00	ea	\$150.00	ea	\$66.00	ea	\$75.00	ea	ea	ea	\$300.00	ea	\$ 250.00	ea		
6"x6"x5' Steel Locking Shroud	\$ 192.50	ea	\$ -	ea	\$100.00	ea	\$175.00	ea	\$125.00	ea	\$150.00	ea	ea	ea	\$500.00	ea	\$ 250.00	ea		
8" Flush Shroud	\$ 82.50	ea	\$ -	ea	\$75.00	ea	\$82.50	ea	\$68.00	ea	\$75.00	ea	ea	ea	\$100.00	ea	\$ 300.00	ea		
4" dia. Protective posts	\$ 110.00	ea	\$ -	ea	\$50.00	ea	\$100.00	ea	\$76.00	ea	\$75.00	ea	ea	ea	\$100.00	ea	\$ 90.00	ea		
Well Abandonment - 2" PVC																				
Plug in place	\$ 8.80	ft	\$ -	ft	\$9.00	ft	\$8.00	ft	\$10.00	ft	\$8.00	ft		ft	\$5.00	ft	\$ 8.00	ft		
Pad/Shroud Removal	\$ 165.00	ea	\$ -	ea	\$150.00	ea	\$150.00	ea	\$120.00	ea	\$150.00	ea	ea	ea	\$200.00	ea	\$ 45.00	ea		
Minimum Drilling Charge	\$ 1,650.00	Proj	\$ -	Proj	\$1,500.00	Proj	\$1,500.00	Proj	\$1,900.00	Proj	\$1,300.00	Proj		Proj	\$1,300.00	Proj	\$ 850.00	Proj		
Boring Grouting																				
4 Inch Diameter Boring	\$ 5.50	ft	\$ -	ft	\$9.00	ft	\$6.80	ft	\$10.00	ft	\$8.00	ft		ft	\$8.00	ft	\$ 8.00	ft		
6 Inch Diameter Boring	\$ 8.80	ft	\$ -	ft	\$11.00	ft	\$9.00	ft	\$12.00	ft	\$9.00	ft		ft	\$12.00	ft	\$ 12.00	ft		
<b>EQUIPMENT USE CHARGE</b>																				
<b>Equipment Usage Charges</b>																				
Time Domain Electromagnetics					\$500.00															
Frequency Domain Electromagnetics					\$350.00															
Electrical Resistivity		day	\$ -	day	\$850.00	day	\$300.00	day	\$600.00	day	\$200.00	day	day	day	\$250.00	day	\$ 1,900.00	day		
Ground Penetrating Radar		day	\$ -	day	\$500.00	day	\$600.00	day	\$1,500.00	day	\$200.00	day	day	day	\$1,200.00	day	\$ 950.00	day		
Surface Seismic Array		day		day	\$500.00	day	\$180.00	day	\$500.00	day	\$250.00	day	day	day	\$1,500.00	day	\$ 2,200.00	day		
Down Hole Seismic		day		day	\$500.00	day	\$180.00	day	\$2,500.00	day	\$75.00	day	day	day	\$1,200.00	day		day		
Nuclear Density Gauge		day	\$ -	day	\$35.00	day	\$40.00	day	no charge	day	\$30.00	day	day	day	\$0.00	day	\$ 35.00	day		
Concrete Testing Equipment		day	\$ -	day	no charge	day	\$40.00	day	no charge	day	no charge	day	day	day	\$0.00	day		day		
Dynamic Cone Penetrometer		day	\$ -	day	no charge	day	\$21.00	day	no charge	day	no charge	day	day	day	\$0.00	day		day		
Core Machine		day	\$ -	day	\$100.00	day	\$110.00	day	\$65.00	day	\$100.00	day	day	day	\$400.00	day	\$ 350.00	day		
Core Bit Wear	\$ -	\$/in	\$ -	\$/in	\$0.50	\$/in	\$0.55	\$/in	\$1.25	\$/in	\$0.25	\$/in	\$/in	\$/in	\$0.50	\$/in	\$ 25.00	\$/in		
High Pressure Washer	\$ 110.00	day	\$ -	day	\$50.00	day	\$100.00	day	\$66.00	day	\$50.00	day	\$175.00	day	\$100.00	day	\$ 250.00	day		
Steam Cleaner		day		day	\$125.00	day	\$110.00	day	\$120.00	day	\$100.00	day	day	day	\$100.00	day	\$ 250.00	day		
Grouting Unit		day		day	\$250.00	day	\$220.00	day	\$240.00	day	\$250.00	day	day	day	\$100.00	day	\$ 350.00	day		
Water Trailer		day		day	\$200.00	day	\$220.00	day	\$240.00	day	\$250.00	day	day	day	\$300.00	day	\$ 450.00	day		
Air Compressor	\$ 165.00	day	\$ 93.00	day	\$50.00	day	\$220.00	day	\$120.00	day	\$75.00	day	\$105.00	day	\$300.00	day	\$ 100.00	day		
Generator	\$ 110.00	day	\$ 60.00	day	\$75.00	day	\$55.00	day	\$55.00	day	\$50.00	day	\$65.00	day	\$100.00	day	\$ 100.00	day		
Jackhammer - Electric	\$ 110.00	day	\$ -	day	\$150.00	day	\$82.50	day	\$85.00	day	\$75.00	day	day	day	\$100.00	day	\$ 450.00	day		
Jackhammer - Air	\$ 110.00	day	\$ -	day	\$150.00	day	\$55.00	day	\$65.00	day	\$50.00	day	day	day	\$120.00	day	\$ 450.00	day		
Pickup Truck - 1/2 ton	\$ 110.00	day	\$ 100.00	day	no charge	day	\$100.00	day	no charge	day	no charge	day	\$105.00	day	\$0.00	day	\$ 65.00	day		
Pickup Truck - 3/4 ton	\$ 110.00	day	\$ 115.00	day	n/a	day	\$100.00	day	no charge	day	no charge	day	\$120.00	day	\$0.00	day	\$ 65.00	day		
Photoionization Detector		day	\$ -	day	\$150.00	day	\$110.00	day	\$125.00	day	\$100.00	day	\$85.00	day	\$60.00	day	\$ 140.00	day		
Pumps																				
Centrifugal Pump		day	\$ 40.00	day	\$100.00	day	\$77.00	day	\$85.00	day	\$75.00	day	day	day	\$50.00	day	\$ 75.00	day		
Peristaltic Pump		day	\$ 30.00	day	\$80.00	day	\$77.00	day	\$85.00	day	\$100.00	day	day	day	\$75.00	day	\$ 75.00	day		
Purge Pump		day	\$ 20.00	day	\$75.00	day	\$77.00	day	\$85.00	day	\$75.00	day	\$65.00	day	\$50.00	day	\$ 75.00	day		
Meters																				
pH Meter		day	\$ 30.00	day	\$50.00	day	\$10.00	day	\$15.00	day	\$25.00	day	\$10.00	day	\$15.00	day	\$ 25.00	day		
Specific Conductance Meter		day	\$ 30.00	day	\$50.00	day	\$10.00	day	\$15.00	day	\$100.00	day	day	day	\$75.00	day		day		
DO Meter		day	\$ 30.00	day	\$50.00	day	\$33.00	day	\$75.00	day	nc	day	\$25.00	day	\$75.00	day		day		
ORP Meter		day	\$ 30.00	day	\$50.00	day	\$38.50	day	\$50.00	day	\$105.00	day	day	day	\$50.00	day		day		
Explosive Gas Meter		day	\$ -	day	\$75.00	day	\$74.00	day	\$30.00	day	\$120.00	day	\$150.00	day	\$50.00	day		day		

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	Stantec		Arcadis		S&ME, Inc.		Thompson Engineering		Terracon		GEOService, LLC		Marion Environmental Inc.		Moreland Altobelli Associates		MC <sup>2</sup>	
Pressure Transducer		day	\$ 30.00	day	\$50.00	day	\$38.50	day	\$20.00	day		day		day	\$50.00	day		day
Data Logger		day	\$ 60.00	day	\$100.00	day	\$62.50	day	\$20.00	day		day		day	\$50.00	day		day
Oil/Water Interface Probe		day	\$ -	day	\$75.00	day	\$71.00	day	\$35.00	day	\$25.00	day	\$30.00	day	\$50.00	day	\$ 45.00	day
Electric Water Level Indicator		day	\$ 30.00	day	\$50.00	day	\$10.50	day	\$25.00	day	\$25.00	day	\$20.00	day	\$15.00	day	\$ 25.00	day
<b>Supplies</b>																		
Bailers		ea	\$ 10.00	ea	\$15.00	ea	\$11.00	ea	\$12.00	ea	\$15.00	ea	\$10.00	ea	\$4.00	ea	\$ 20.00	ea
Petroleum Absorbent Booms		ea		ea	no charge	ea	\$55.00	ea	\$75.00	ea	\$50.00	ea	\$150.00	ea	\$10.00	ea	\$ 25.00	ea
Drums, 55-gal	\$ 60.50	ea		ea	\$65.00	ea	\$60.50	ea	\$75.00	ea	\$65.00	ea	\$65.00	ea	NA	ea	\$ 110.00	ea
Plastic		ea		ea	no charge	ea	\$0.05	ea	no charge	ea	\$65.00	ea	\$97.00	ea	NA	ea	\$ 85.00	ea
Other:																		
ph/Spec Cond/DO/ORP all-in-one					NC													
Horbia U22 with Flow Thru Cell									NC									
Mobilization of Air Rotary Rig									NC									
Field Supplies					\$1.15	cost X												
Other Equipment											cost + 10%	cost X						
* Windsor Probe or Swiss Hammer																		
<b>GEOTECHNICAL/MATERIALS LABORATORY</b>																		
<b>Shear Strength Tests</b>																		
Unconfined Compression Test	\$ 60.00	ea		ea	\$125.00	ea	\$98.50	ea	\$85.00	ea	\$75.00	ea		ea	\$90.00	ea	\$ 100.00	ea
Triaxial Compression Tests																		
UU	\$ 145.00	ea		ea	\$500.00	ea	\$327.50	ea	\$125.00	ea	\$450.00	ea		ea	\$120.00	ea	\$ 150.00	ea
UU - saturated	\$ 198.00	ea		ea	\$650.00	ea	\$427.00	ea	\$175.00	ea		ea		ea	\$150.00	ea	\$ 175.00	ea
CU w/ Pore Pressure Measurement	\$ 850.00	ea		ea	\$900.00	ea	\$1,102.00	ea	\$950.00	ea	\$850.00	ea		ea	\$250.00	ea	\$ 400.00	ea
CD	\$ 825.00	ea		ea	\$900.00	ea	\$660.00	ea	\$1,050.00	ea	\$850.00	ea		ea	\$400.00	ea	\$ 400.00	ea
<b>Classification Tests</b>																		
Atterberg Limits	\$ 60.00	ea		ea	\$85.00	ea	\$35.00	ea	\$75.00	ea	\$60.00	ea		ea	\$60.00	ea	\$ 95.00	ea
Particle Size Analysis (2" - #200)	\$ 65.00	ea		ea	\$100.00	ea	\$58.00	ea	\$90.00	ea	\$50.00	ea		ea	\$50.00	ea	\$ 65.00	ea
Particle Size Analysis (1/4" - #200)	\$ 65.00	ea		ea	\$100.00	ea	\$58.00	ea	\$90.00	ea	\$40.00	ea		ea	\$50.00	ea	\$ 65.00	ea
Particle Size Analysis (Hydrometer)	\$ 85.00	ea		ea	\$155.00	ea	\$115.50	ea	\$95.00	ea	\$75.00	ea		ea	\$100.00	ea	\$ 35.00	ea
#200 Wash	\$ 85.00	ea		ea	\$60.00	ea	\$35.00	ea	\$60.00	ea	\$40.00	ea		ea	\$45.00	ea	\$ 65.00	ea
<b>Consolidation Tests</b>																		
Consolidation	\$ 375.00	ea		ea	\$400.00	ea	\$344.50	ea	\$380.00	ea	\$400.00	ea		ea	\$500.00	ea	\$ 400.00	ea
Consolidation with Hysteresis	\$ 528.00	ea		ea	\$500.00	ea	\$413.50	ea	\$480.00	ea		ea		ea	\$550.00	ea	\$ 450.00	ea
<b>Permeability Tests</b>																		
Constant Head	\$ 300.00	ea		ea	\$375.00	ea	\$115.50	ea	\$200.00	ea	\$225.00	ea		ea	\$250.00	ea	\$ 300.00	ea
Controlled Gradient	\$ 335.00	ea		ea	\$375.00	ea	\$304.50	ea	\$200.00	ea	\$225.00	ea		ea	\$350.00	ea	\$ 300.00	ea
<b>Earthwork Tests</b>																		
Compaction Tests (Proctor): Soil, Standard	\$ 175.00	ea		ea	\$130.00	ea	\$86.00	ea	\$145.00	ea	\$90.00	ea		ea	\$110.00	ea	\$ 95.00	ea
Compaction Tests (Proctor): Soil, Modified	\$ 235.00	ea		ea	\$175.00	ea	\$97.50	ea	\$160.00	ea	\$125.00	ea		ea	\$120.00	ea	\$ 110.00	ea
Compaction Tests (Proctor): Stone, Standard	\$ 230.00	ea		ea	\$150.00	ea	\$134.50	ea	\$145.00	ea	\$90.00	ea		ea	\$130.00	ea	\$ 95.00	ea
Compaction Tests (Proctor): Stone, Modified	\$ 300.00	ea		ea	\$200.00	ea	\$145.00	ea	\$160.00	ea	\$150.00	ea		ea	\$140.00	ea	\$ 110.00	ea
Proctor Check Point	\$ 49.50	ea		ea	no charge	ea	\$23.00	ea	\$40.00	ea	\$40.00	ea		ea	\$20.00	ea	\$ 30.00	ea
CBR, Soaked - Three points with Plot	\$ 495.00	ea		ea	\$500.00	ea	\$399.00	ea	\$615.00	ea	\$400.00	ea		ea	\$450.00	ea	\$ 325.00	ea
<b>Miscellaneous Tests</b>																		
Separate Moisture Content	\$ 8.50	ea		ea	\$15.00	ea	\$11.50	ea	\$10.00	ea	\$5.00	ea		ea	\$10.00	ea	\$ 8.00	ea
Separate Unit Weight Determination	\$ 45.00	ea		ea	\$53.00	ea	\$35.00	ea	\$20.00	ea	\$35.00	ea		ea	\$30.00	ea	\$ 15.00	ea
Specific Gravity	\$ 45.00	ea		ea	\$89.00	ea	\$69.00	ea	\$75.00	ea	\$65.00	ea		ea	\$60.00	ea	\$ 60.00	ea
pH Determination	\$ 44.00	ea		ea	\$45.00	ea	\$45.00	ea	\$40.00	ea	\$35.00	ea		ea	\$20.00	ea	\$ 12.00	ea
Resistivity	\$ 40.00	ea		ea	\$120.00	ea	\$73.50	ea	\$85.00	ea	\$60.00	ea		ea	\$45.00	ea	\$ 82.50	ea
Remolded Sample Preparation	\$ 50.00	ea		ea	\$50.00	ea	\$30.00	ea	\$35.00	ea	\$50.00	ea		ea	\$75.00	ea	\$ 40.00	ea
Saw Shelby Tube	\$ 45.00	ea		ea	\$25.00	ea	\$10.00	ea	\$15.00	ea	no charge	ea		ea		ea	\$ 40.00	ea

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	Stantec		Arcadis		S&M, Inc.		Thompson Engineering		Terracon		GEOServices, LLC		Marion Environmental Inc.		Moreland Altabelli Associates		MC <sup>2</sup>	
Organic Content	\$ 45.00	ea		ea	\$95.00	ea	\$35.00	ea	\$55.00	ea	\$40.00	ea		ea	\$55.00	ea	\$ 28.00	ea
<b>Concrete Testing</b>																		
Compressive Strength (/ specimen made)	\$ 18.00	ea		ea	\$12.00	ea	\$14.00	ea	\$14.00	ea	\$10.00	ea		ea	\$12.00	ea	\$ 9.00	ea
Floor Flatness and Levelness Testing	\$ 0.20	sf		sf	\$0.07	sf	\$0.15	sf	\$0.11	sf	\$0.50	sf		sf	\$0.15	sf	\$ 5.00	sf
Vapor Emission Testing	\$ 82.50	test		test	\$45.00	test	\$110.00	test	\$65.00	test	\$150.00	test		test	\$60.00	test	\$ 25.00	test
Compressive Strength of Concrete Cores	\$ 70.00	core		core	\$15.00	core	\$33.00	core	\$30.00	core	\$15.00	core		core	\$25.00	core	\$ 9.00	core
Concrete Mix Design Verification	\$ 550.00	mix		mix	\$350.00	mix	\$245.00	mix	\$460.00	mix	\$500.00	mix		mix	\$350.00	mix	\$ 450.00	mix
<b>Asphalt Testing</b>																		
Asphalt Extraction and Gradation	\$ 180.00	ea		ea	\$150.00	ea	\$275.00	ea	\$150.00	ea	\$150.00	ea		ea	\$120.00	ea	\$ 200.00	ea
Marshall Density, Stability, & Flow	\$ 165.00	ea		ea	\$200.00	ea	\$370.00	ea	\$150.00	ea	\$115.00	ea		ea	\$200.00	ea	\$ 150.00	ea
Theoretical Density and Specific Gravity	\$ 176.00	ea		ea	\$125.00	ea	\$150.00	ea	\$160.00	ea	\$40.00	ea		ea	\$20.00	ea	\$ 135.00	ea
Asphalt Core Density	\$ 40.00	ea		ea	\$25.00	ea	\$32.50	ea	\$32.50	ea	\$30.00	ea		ea	\$15.00	ea	\$ 20.00	ea
Asphalt Core Thickness	\$ 40.00	ea		ea	no charge	ea	\$6.00	ea	\$10.00	ea	\$30.00	ea		ea	\$10.00	ea	\$ 20.00	ea
Asphalt Patch (bag)	\$ 50.00	ea		ea	\$10.00	ea	\$12.00	ea	\$50.00	ea	\$20.00	ea		ea	\$50.00	ea	\$ 15.00	ea
<b>Masonry</b>																		
Grout Compression Test	\$ 12.00	set		set	\$60.00	set	\$54.50	set	\$60.00	set	\$45.00	set		set	\$45.00	set	\$ 27.00	set
Mortar Cubes	\$ 12.00	cube		cube	\$10.00	cube	\$13.50	cube	\$15.00	cube	\$15.00	cube		cube	\$45.00	cube	\$ 27.00	cube
Compressive Strength/Absorption of Block	\$ 115.00	set		set	\$100.00	set	\$90.00	set	\$300.00	set	\$55.00	set		set	\$60.00	set	\$ 45.00	set
Masonry Composite Compression Test	\$ 135.00	test		test	\$45.00	test	\$125.00	test	\$125.00	test	\$200.00	test		test	\$400.00	test	\$ 45.00	test
<b>PROFESSIONAL AND TECHNICAL SUPP</b>																		
Principal/Chief Engineer	\$ 190.00	hr	\$ 72.00	hr	\$185.00	hr	\$185.00	hr	\$195.00	hr	\$125.00	hr	\$150.00	hr	\$120.00	hr	\$ 160.00	hr
Senior Registered Professional	\$ 160.00	hr	\$ 67.00	hr	\$150.00	hr	\$150.00	hr	\$165.00	hr	\$125.00	hr	\$90.00	hr	\$120.00	hr	\$ 145.00	hr
Project Registrar Professional	\$ 100.00	hr	\$ 62.50	hr	\$125.00	hr	\$120.00	hr	\$132.00	hr	\$100.00	hr	\$80.00	hr	\$105.00	hr	\$ 120.00	hr
Staff Professional	\$ 85.00	hr	\$ 44.00	hr	\$95.00	hr	\$95.00	hr	\$121.00	hr	\$70.00	hr	\$70.00	hr	\$75.00	hr	\$ 85.00	hr
Field Professional	\$ 70.00	hr	\$ 38.00	hr	\$85.00	hr	\$85.00	hr	\$85.00	hr	\$70.00	hr	\$70.00	hr	\$60.00	hr	\$ 65.00	hr
Project Manager	\$ 140.00	hr	\$ 58.00	hr	\$125.00	hr	\$120.00	hr	\$153.00	hr	\$100.00	hr	\$90.00	hr	\$85.00	hr	\$ 120.00	hr
Health and Safety Specialist	\$ 125.00	hr	\$ 58.50	hr	\$95.00	hr	\$110.00	hr	\$90.00	hr	\$75.00	hr	\$90.00	hr	\$90.00	hr	\$ 120.00	hr
Senior Environmental Specialist	\$ 130.00	hr	\$ 35.00	hr	\$150.00	hr	\$115.00	hr	\$121.00	hr	\$100.00	hr	\$75.00	hr	\$90.00	hr	\$ 95.00	hr
Project Environmental Specialist	\$ 100.00	hr	\$ 29.00	hr	\$125.00	hr	\$100.00	hr	\$90.00	hr	\$85.00	hr	\$85.00	hr	\$80.00	hr	\$ 85.00	hr
Staff Environmental Specialist	\$ 65.00	hr	\$ 24.00	hr	\$95.00	hr	\$90.00	hr	\$90.00	hr	\$75.00	hr	\$65.00	hr	\$80.00	hr	\$ 85.00	hr
Senior Industrial Hygienist	\$ 140.00	hr	\$ 50.00	hr	\$150.00	hr	\$130.00	hr	\$115.00	hr	\$125.00	hr		hr	\$0.00	hr	\$ 160.00	hr
Industrial Hygienist	\$ 125.00	hr	\$ 26.00	hr	\$105.00	hr	\$0.00	hr	\$100.00	hr	\$100.00	hr		hr	\$0.00	hr	\$ 120.00	hr
Senior Ecologist	\$ 130.00	hr	\$ 36.00	hr	\$150.00	hr	\$115.00	hr	\$121.00	hr		hr		hr	\$82.00	hr		hr
Staff Ecologist	\$ 95.00	hr	\$ 27.50	hr	\$95.00	hr	\$75.00	hr	\$100.00	hr		hr		hr	\$70.00	hr		hr
Senior Archaeologist	\$ -	hr		hr	\$150.00	hr	\$0.00	hr	\$110.00	hr	\$100.00	hr		hr	\$100.00	hr		hr
Staff Archaeologist	\$ -	hr		hr	\$85.00	hr	\$0.00	hr	\$95.00	hr	\$90.00	hr		hr	\$70.00	hr		hr
Technical Administrator	\$ -	hr	\$ 25.00	hr	\$50.00	hr	\$65.00	hr	\$50.00	hr	\$45.00	hr		hr	\$65.00	hr	\$ 50.00	hr
CAD Technician I	\$ 65.00	hr	\$ 18.00	hr	\$60.00	hr	\$60.00	hr	\$55.00	hr	\$50.00	hr	\$65.00	hr	\$65.00	hr	\$ 50.00	hr
CAD Technician II	\$ 80.00	hr	\$ 30.00	hr	\$70.00	hr	\$70.00	hr	\$68.00	hr		hr	\$70.00	hr	\$50.00	hr	\$ 55.00	hr
Steel Inspector, CWI	\$ -	hr		hr	\$85.00	hr	\$50.00	hr	\$95.00	hr	\$80.00	hr		hr	\$85.00	hr	\$ 68.00	hr
Steel Inspector NDE, ASNT Level II	\$ -	hr		hr	\$65.00	hr	\$55.00	hr	\$100.00	hr	\$95.00	hr		hr	\$85.00	hr	\$ 80.00	hr
Steel Inspector NDE, ASNT Level III	\$ -	hr		hr	\$85.00	hr	\$65.00	hr	\$110.00	hr		hr		hr	\$95.00	hr	\$ 85.00	hr
Roofing Observer	\$ -	hr		hr	\$85.00	hr	\$85.00	hr	\$95.00	hr	\$125.00	hr		hr	\$100.00	hr		hr
Registered Roofing Consultant	\$ -	hr		hr	\$85.00	hr	\$150.00	hr		hr	\$0.00	hr		hr	\$0.00	hr	\$ -	hr
Principal Roofing Consultant	\$ -	hr		hr	NA	hr	\$130.00	hr		hr	\$0.00	hr		hr	\$0.00	hr	\$ -	hr
Project Roofing Consultant	\$ -	hr		hr	NA	hr	\$110.00	hr		hr	\$0.00	hr		hr	\$65.00	hr	\$ -	hr
Senior Special Inspector	\$ -	hr	\$ 37.00	hr	\$60.00	hr	\$110.00	hr	\$75.00	hr	\$90.00	hr		hr	\$90.00	hr	\$ 75.00	hr
Special Inspector	\$ -	hr	\$ 31.50	hr	\$55.00	hr	\$85.00	hr	\$60.00	hr	\$50.00	hr		hr	\$90.00	hr	\$ 65.00	hr
Senior Engineering Technician	\$ 90.00	hr	\$ 29.50	hr	\$45.00	hr	\$50.00	hr	\$58.00	hr	\$40.00	hr		hr	\$65.00	hr	\$ 65.00	hr
Engineering Technician	\$ 80.00	hr	\$ 25.00	hr	\$40.00	hr	\$50.00	hr	\$48.00	hr	\$32.00	hr		hr	\$60.00	hr	\$ 55.00	hr

Geotech Fees 2016 - 2017

	Stantec		Arcadis		S&ME, Inc.		Thompson Engineering		Terracon		GEOservices, LLC		Marion Environmental Inc.		Moreland Altobelli Associates		MC <sup>2</sup>				
Senior Environmental Technician	\$ 100.00	hr	\$ 27.50	hr	\$75.00	hr	\$75.00	hr	\$89.00	hr	\$65.00	hr	\$50.00	hr	\$75.00	hr	\$ 55.00	hr			
Environmental Technician	\$ 80.00	hr	\$ 23.00	hr	\$75.00	hr	\$50.00	hr	\$79.00	hr	\$55.00	hr	\$50.00	hr	\$60.00	hr	\$ 50.00	hr			
Overtime Multiplier (over 8 hrs/day)	1.50		1.50		1.5		1.3		1.5		1.5		1.5		1.15		1.25				
Overtime Multiplier (Weekends)	1.50		1.50		1.5		1.3		1.5		1.5		1.5		1.15		1.25				
Overtime Multiplier (Holidays)	1.50		1.50		1.5		1.5		1.75		1.5		2		1.15		1.25				
* Overtime rates apply to non-exempt empl																					
<b>EXPENSES</b>																					
Mileage	\$ 0.58	mi	\$ 0.54	mi	\$0.95	mi	\$0.67	mi	\$0.63	mi	\$0.50	mi	\$0.60	mi	\$0.45	mi	\$ 0.51	mi			
Mileage(Out of county)																	\$ -				
Per Diem	\$ 56.00	day	\$ 31.00	day	NA	day	\$125.00	day	\$140.00	day	no charge	day	\$85.00	day	\$150.00	day	\$ 150.00	day			
Report Production		pg	\$ 0.15	pg	NA	pg	\$0.08	pg	\$0.20	pg	no charge	pg		pg		pg	\$ 0.15	pg			
Subcontract Services	10.00%	plus cost	5.00%	plus cost	15%	plus cost	12%	plus cost	15%	plus cost	8%	plus cost	20%	plus cost	15%	plus cost	10.00%	plus cost			
Analytical Laboratory Testing	10.00%	plus cost	5.00%	plus cost	15%	plus cost	12%	plus cost	15%	plus cost	8%	plus cost	20%	plus cost	15%	plus cost	10.00%	plus cost			
Fuel Surcharge		mi		mi	NA	mi	NA	mi	no charge	mi	no charge	mi	variable	mi	0	mi	0.08	mi			
Misc. Reimbursable	10.00%	plus cost	5.00%	plus cost	15%	plus cost	12%	plus cost	15%	plus cost	10%	plus cost	20%	plus cost	15%	plus cost	10.00%	plus cost			
Other:																					
GIS Specialist					\$125.00																
Other																					
Shear Wave Velocity Profiling					\$95																
Seismic Site Class Determination (ReMi)																					
Seismic Refraction Survey																					
Site Specific Seismic Hazard Analysis																					
Ground Penetrating Radar																					
Impact Echo																					
Cross Hole Sonic Logging																					
Pile Drive Analysis																					
Pile Integrity Testing																					
Instrumentation																					
** Costs for subcontract services that are n																					
Daylighting																					
20k waterblaster & operator													\$156.00	hr							
Guzzler & Operator													\$156.00	hr							



# Hamilton County Board of Commissioners RESOLUTION

No. 616-38

A RESOLUTION ACCEPTING THE UNIT PRICE BIDS OF THOMAS CONSULTANTS, INC. AND CENTRAL TECHNOLOGIES, INC. FOR HP (ARUBA) WIRELESS ACCESS POINTS FOR THE PERIOD BEGINNING JUNE 16, 2016 THROUGH JUNE 15, 2017 FOR THE TELECOMMUNICATIONS 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 contract unit pricing for HP (Aruba) Wireless Access Points for the Telecommunications Department; and,

WHEREAS, the unit price bids from Thomas Consultants, Inc. and Central Technologies, 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 unit price bids of Thomas Consultants, Inc. and Central Technologies, Inc. for HP (Aruba) Wireless Access Points for the period beginning June 16, 2016 through June 15, 2017 for the Telecommunications 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

June 15, 2016

\_\_\_\_\_  
Date

HP (Aruba) Access Points  
Hamilton County, TN  
BID#0516-160

**1.0 General**

Hamilton County Government is accepting sealed bids for unit pricing on selected HP (Aruba) access points. The contract period will be from June 16, 2016 through June 15, 2017. All prices must remain fixed during this contract period. Equipment will be purchased for educational projects on multiple purchase orders throughout the term of the contract.

**1.1 Instructions to Vendors**

These bid documents are being issued by the Hamilton County Purchasing Department. Inquiries regarding the technical specifications of this bid should be directed to Telecommunications Manager, Mike Beal at 423-209-6220 or by FAX at 423-209-6224. Inquiries regarding bid procedures should be directed to Linda Chumbler, Purchasing Department at 423-209-6350 or by FAX at 423-209-6351. Office hours are 8:00 a.m. to 4:00 p.m. Eastern Time, Monday through Friday.

The bid package containing **the original, one paper copy and one digital document in "Excel" format of equipment pricing**, must be sealed and clearly marked "BID FOR HP (Aruba) Access Points" on the outside of the package. All packages should be delivered to: **Hamilton County Government, Gail B. Roppo, Director of Purchasing, 455 North Highland Park Avenue, Chattanooga, TN 37404**. The Certificate of Compliance and Authorization To Bind forms are to be signed and returned in the bid package.

**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 # 0516-160: HP (Aruba) Access Points <i>{insert your company name here}</i>
Hamilton County Purchasing Department
455 N. Highland Park Avenue
Chattanooga, TN 37404

Sealed bids will be accepted before 11:00 a.m. Eastern Time on Thursday, May 26, 2016 at which time they will be publicly opened. Bids received after that time will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Purchasing Department. No other clock or timepiece will have any bearing on the time of bid receipt. Vendors mailing their bid packages must allow sufficient time to insure receipt of their package by the time specified. There will be no exceptions.

Hamilton County reserves the right to award sections of the total package to different vendors or all of the package to the vendor deemed to have submitted the best overall bid package. Hamilton County reserves the right to waive any irregularities or reject any or all bids.

### **1.2 Quantities**

The equipment being bid will be installed in various communications projects in Hamilton County schools and educational facilities during the term of the contract. The quantities listed for each item are estimated based on defined projects at the time this bid is being released. Additional projects may increase the quantities needed throughout the contract period. Hamilton County reserves the right to adjust the quantities of specific items based on the unit prices at any time during the period from June 16, 2016 through June 15, 2017.

### **1.3 Shipping**

All material must be shipped prepaid to the designated County warehouse facility for storage and/or distribution. All shipping charges will be the responsibility of the vendor.

### **1.4 Guaranteed Delivery**

Hamilton County will place multiple orders for various items based on the needs and schedule of a particular project. Vendors must guarantee delivery of equipment **within ten business days** from the date order is placed. Vendors are expected to verify availability of all equipment from distributors prior to submitting bid. Vendors who cannot guarantee this delivery schedule must submit a written exception to this section with an optional delivery schedule. Failure to meet guaranteed delivery schedules will result in cancellation of this contract and the remainder of the materials ordered will go to the vendor submitting the second best bid.

### **1.5 Warranty**

The manufacturer must provide a warranty on all equipment for a minimum of **one year from time of delivery**. Vendors offering extended warranty periods may be given additional consideration during the evaluation of the bids. Vendor submitting the bid is responsible for listing all exceptions or conditions from any manufacturer regarding the warranty of any product listed in this bid. Failure to identify any sub sequential limitations or special conditions will be reason to reject a bid or cancel the contract after the bid is awarded. Hamilton County will hold the successful vendor responsible for the replacement of any defective equipment for the one-year period following the delivery of the equipment at no cost to the County.

### **1.7 Payment**

Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered and received, per purchase order, should be invoiced by the vendor. Payment will be made upon receipt of the invoice for each individual order.

**1.8 Substitution and Technology Refreshment**

If any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the product for discontinuation, improvement and/or replacement, the agreement holder shall provide a proposal to include the new or revised products on this agreement. Proposed prices for new or revised products shall be constructed for most favored prices. Proposals shall be submitted to the Contracting officer within seven (7) days of the agreement holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features/functionality, and successor or upgrade products.

### **EQUIPMENT SPECIFICATIONS**

Hamilton County reserves the right to select a specific brand of each specified item in order to standardize the equipment used during this contract period. Failure to bid the specified brand will be considered basis to disqualify the bid. It is the responsibility of the bidder to verify part numbers and descriptions of specified items.

After evaluation of all sections of this bid document, the unit pricing, including warranty, shipping, and the general bid requirements, will be used in determining the best overall bid package.

In order to receive the best price available for the specified items, estimated quantities have been provided. Hamilton County feels that these estimated quantities are reasonable based on the various projects scheduled within the specified time frame. However, quantities are not guaranteed and may increase or decrease during the term of the contract. If an estimated quantity is not listed, the quantity may be insignificant and an individual unit price will be sufficient.

The attached worksheet must be used to submit unit pricing. **ALL BIDS MUST BE CLEARLY LEGIBLE AND BASED ON THE UNIT SIZE/AMOUNT INDICATED.** Failure to provide an easy to interpret bid will be reason to disqualify the bid package.

HP (Aruba) Access Points  
Hamilton County TN  
Bid#0516-160

SUBMITTED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Address

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

\_\_\_\_\_  
Date Submitted

**CERTIFICATE OF COMPLIANCE**

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with all provisions of this RFP and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. Hamilton County's Disadvantaged Business Enterprise guidelines;
6. the Drug Free Workplace statement;
7. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
8. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### 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

ESTIMATED QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE
<b>APs and Accessories</b>			
100	IAP-215-US	Aruba Instant IAP-215 Wireless Access Point, 802.11n/ac, 3x3:3, dual radio, integrated antennas Restricted regulatory domain: United States	
75	IAP-214-US	Aruba Instant IAP-214 Wireless Access Point, 802.11n/ac, 3x3:3, dual radio, antenna connectors - Restricted regulatory domain: United States	
15	AP-220-MNT-W2W	Aruba Access Point Mount Kit (box style, secure, flat surface). Contains 1x flat surface wall/ceiling secure mount cradle. Color: white	
15	AP-ANT-1W	2.4-2.5GHz (4dBi) / 4.9-5.875GHz (6dBi), High-Gain Dual-band Omni-Directional Detachable	
25	IAP-225-US	Aruba Instant IAP-225 Wireless Access Point, 802.11ac, 3x3:3, dual radio, integrated antennas - Restricted regulatory domain: United States	
10	IAP-325-US	Aruba Instant IAP-325 Wireless Access Point, 802.11n/ac, 4x4:4 MU-MIMO, dual radio, integrated antennas - Restricted regulatory domain: United States.	
<b>Controllers</b>			
5	7030-K12-32-US	Aruba 7030 K-12 EDU Bundle, 32 License and Support. Bundle includes Aruba 7030 Mobility Controller. Restricted Regulatory Domain, US only. Bundle also includes 32 Access Point, 32 Policy Enforcement Firewall and 32 RFProtect licenses. Includes one year of ArubaCare support.	
5	7205-K12-64-US	Aruba 7205 K-12 EDU Bundle, 64 License and Support. Bundle includes Aruba 7205 Mobility Controller. Restricted Regulatory Domain, US only. Bundle also includes 64 Access Point, 64 Policy Enforcement Firewall and 64 RFProtect licenses. Includes one year of ArubaCare support.	
5	7205-K12-128-US	Aruba 7205 K-12 EDU Bundle, 128 License and Support. Bundle includes Aruba 7205 Mobility Controller. Restricted Regulatory Domain, US only. Bundle also includes 128 Access Point, 128 Policy Enforcement Firewall and 128 RFProtect licenses. Includes one year of ArubaCare support.	



## 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](mailto: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**

5/16/2016 7:42 AM Eastern

Solicitation Title: HP (Aruba) Wireless Access Points

Number: 0516-160

Bids Due: 5/26/2016 11:00:00 AM Eastern

Status: Open

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

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		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>
5/16/2016 7:41:16AM	Eastern	Linda Chumbler	<a href="#">0516-160 - HP (Aruba) Wireless Access Points</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	568	12

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**Please run the attached ad on May 16, 2016, in the legal notices.**

**LEGAL NOTICE**

Bids for contract unit pricing for HP (Aruba) Wireless Access Points will be opened at 11:00 A.M. (ET) on May 26, 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](http://www.hamiltontn.gov/purchasing).

Gail B. Roppo  
Director of Purchasing



Part Number	Vendors:	Thomas Consultants Inc.	HiCounty Wirer & Telephone	Central Technologies Inc.	OM Office Supply Inc.	Hello Direct	SOS Computers dba Technology Express	Longway Broadband Services	WrightCore Inc.	Howard Technologies Solutions	Communications Supply Corporation
IAP-215-US	Aruba Instant IAP-215 Wireless Access Point, 802.11n/ac, 3x3:3, dual radio, integrated antennas - Restricted regulatory domain: United States	\$589.84	\$682.50	\$577.35	\$681.20	\$744.56	\$718.23	\$799.99	\$619.34	\$780.00	\$750.00
IAP-214-US	Aruba Instant IAP-214 Wireless Access Point, 802.11n/ac, 3x3:3, dual radio, antenna connectors - Restricted regulatory domain: United States	\$589.84	\$685.62	\$577.35	\$681.20	\$744.56	\$718.23	\$799.99	\$692.28	\$780.00	\$749.00
AP-220-MNT-W2W	Aruba Access Point Mount Kit (box style, secure, flat surface). Contains 1x flat surface wall/ceiling secure mount cradle. Color: White	\$44.46	\$51.68	\$45.32	\$64.50	\$55.43	\$74.95	\$69.99	\$52.33	\$68.00	\$60.00
AP-ANT-1W	2.4-2.5GHz (4dBi) / 4.9-5.875GHz (6dBi), High-Gain Dual-band Omni-Directional Detachable Antenna, RP-SMA Connector, Direct mount,	\$17.78	\$20.67	\$17.41	\$26.00	\$21.73	\$34.96	\$27.99	\$20.90	\$31.00	\$23.00
IAP-225-US	Aruba Instant IAP-225 Wireless Access Point, 802.11ac, 3x3:3, dual radio, integrated antennas - Restricted regulatory domain: United States	\$767.68	\$892.33	\$751.42	\$887.00	\$967.39	\$934.36	\$1,099.99	\$806.07	\$1,015.00	\$975.00
IAP-325-US	Aruba Instant IAP-325 Wireless Access Point, 802.11n/ac, 4x4:4 MU-MIMO, dual radio, integrated antennas - Restricted regulatory domain: United States.	\$826.96	\$961.24	\$809.44	\$955.20	\$1,043.47	\$1,006.17	\$1,199.99	\$970.78	\$1,095.00	\$1,075.00
<b>Controllers</b>											
7030-K12-32-US	Aruba 7030 K-12 EDU Bundle, 32 License and Support. Bundle includes Aruba 7030 Mobility Controller. Restricted Regulatory Domain, US only. Bundle also includes 32 Access Point, 32 Policy Enforcement Firewall and 32 RFPProtect licenses. Includes one year of ArubaCare support.	\$6,517.84	\$7,576.24	\$6,379.81	\$9,392.00	\$ 8,260.86	\$9,634.79	\$9,999.99	\$ 7,644.09	\$10,450.00	\$8,280.00
7205-K12-64-US	Aruba 7205 K-12 EDU Bundle, 64 License and Support. Bundle includes Aruba 7205 Mobility Controller. Restricted Regulatory Domain, US only. Bundle also includes 64 Access Point, 64 Policy Enforcement Firewall and 64 RFPProtect licenses. Includes one year of ArubaCare support.	\$12,149.44	\$14,122.33	\$11,892.16	\$17,507.50	\$ 15,163.04	\$17,959.63	\$18,999.99	\$ 14,249.42	\$18,300.00	\$15,434.00
7205-K12-128-US	Aruba 7205 K-12 EDU Bundle, 128 License and Support. Bundle includes Aruba 7205 Mobility Controller. Restricted Regulatory Domain, US only. Bundle also includes 128 Access Point, 128 Policy Enforcement Firewall and 128 RFPProtect licenses. Includes one year of ArubaCare support.	\$17,188.24	\$19,979.37	\$16,824.26	\$24,765.00	\$ 21,576.08	\$25,407.89	\$26,999.99	\$ 20,150.97	\$27,500.00	\$22,438.00

Request For Bids:	
Newspaper Ad:	5-16-2016
Vendor Notification:	568
Vendor Response:	10
Budgeted:	Various



# Hamilton County Board of Commissioners RESOLUTION

No. 616-39

A RESOLUTION APPROVING THE PURCHASE OF AVAYA PARTNER ASSURANCE SUPPORT SERVICES (PASS), BEGINNING JULY 1, 2016 THROUGH JUNE 30, 2017, AMOUNTING TO \$27,979.00 FROM AVAYA FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received for an annual software support contract for the eleven (11) Nortel PBX Systems deployed throughout Hamilton County amounting to \$27,979.00 for the Telecommunications Department; and,

WHEREAS, Avaya is the sole source for software support for this product; and,

WHEREAS, the amount of \$27,979.00 is considered economically fair; 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 quotation from Avaya for the purchase of Avaya Partner Assurance Support Services (PASS), beginning July 1, 2016 through June 30, 2017, for the Telecommunications Department amounting to \$27,979.00 is hereby accepted, 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

June 15, 2016

\_\_\_\_\_  
Date

## Hamilton County PASS

PASS Contract Pricing for current configuration  
 Contract Dates: July 1, 2016 thru June 30, 2017  
 Contract ID: **426344**

Site	Type	Serial #	PASS ISM's	Rate	Upgraded Serial #'s
Main	Option 81C	Z00246	1544	9,201.00	
Health Dept	Option 61C	J03228	416	2,205.00	
DOE	1000M SG	J03229	391	2,520.00	
White Oak	Option 81C	Z04771	100	858.00	
DRC	Option 11C	10157385	240	1,658.00	3188449531
Annex	Option 11C	10155543	272	1,824.00	3188449481
Juvenile Court	Option 11C	10100563	272	1,824.00	3188449501
Accessor	Option 11C	10161143	472	2,983.00	3188449491
Dodds	Option 11C	10015138	168	1,230.00	
40th Street	Option 11C	10160367	264	1,795.00	
Courthouse	Option 11C	10334256	272	1,881.00	3188449521
			4411	27,979.00	

\*\* Health Dept AACC Option

16,594.00

## JUSTIFICATION FOR SOLE SOURCE PURCHASE

TO: DIRECTOR OF PURCHASING  
HAMILTON COUNTY

DATE: 5/26/2016

FROM: TELECOMMUNICATIONS (DEPARTMENT OR AGENCY)

RE: SOLE SOURCE PURCHASE JUSTIFICATION

GOODS OR SERVICES TO BE PURCHASED:

Purchase Avaya Partner Assurance Support Services (PASS) for a term of 1 year.

PURCHASE \$27,979.00 VENDOR: Avaya

ADDRESS: 6026 Shallowford Road, Chattanooga, TN. 37421

CONTACT PERSON/PHONE: 423-855-3835

SEE HAMILTON COUNTY PURCHASING RULES *SECTION 4.2.4*

GIVE REASON(S) THIS PURCHASE IS DETERMINED TO BE AN ONLY OR SOLE SOURCE:

This support is for the 11 Nortel PBX's deployed throughout Hamilton County. Avaya is the only company that offers software support for this product.



# Hamilton County Board of Commissioners RESOLUTION

No. 616-40

A RESOLUTION APPROVING THE PURCHASE OF EQUIPMENT FOR TWO (2) INTERNET GATEWAY ROUTERS AMOUNTING TO \$34,584.24 FROM POMEROY IT SOLUTIONS, INC. FROM THE STATE CONTRACT FOR THE INFORMATION TECHNOLOGY DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the quotation from Pomeroy IT Solutions, Inc. for equipment for two (2) Internet Gateway Routers from the State Contract/SWC-385 amounting to \$34,584.24 for the Information Technology Department; and,

WHEREAS, the amount of \$34,584.24 is considered economically fair; 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 purchase of equipment for two (2) Internet Gateway Routers for the Information Technology Department amounting to \$34,584.24 from Pomeroy IT Solutions, Inc. from the State Contract is hereby approved, being the best and most economical source, 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

June 15, 2016

\_\_\_\_\_  
Date

Jeff Dunn  
 POMEROY IT SOLUTIONS, INC.  
 717 AIRPARK CENTER DRIVE,  
 NASHVILLE, TN-37217  
 UNITED STATES  
 Ph no:615-615-3990  
 jdunn@pomeroym.com

Price Estimate

# POMEROY

infrastructure. optimized.™

Date: 11-May-2016

Estimate ID: ML55710544NB  
 Deal ID: NA

Cisco State Contract 385

All prices are shown in USD

Line Number	Part Number	Description	Service Duration	Lead Time	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
1.0	C1-ASR1001-X/K9	Cisco ONE - ASR1001-X	---	21	22,000.00	1	12,100.00	45.00	12,100.00
1.1	FLSA1-BIN-1X10GE	ASR1001-X Built-In 10GE 1-port License	---	21	7,000.00	2	3,850.00	45.00	7,700.00
1.2	ASR1K-INTERNET	ASR1K-Int Edge/Peering incl.	---	21	0.00	1	0.00	0.00	0.00
1.3	M-ASR1001X-8GB	Cisco ASR1001-X 8GB DRAM	---	35	0.00	1	0.00	0.00	0.00
1.4	SPA-BLANK	Blank Cover for regular SPA	---	21	0.00	1	0.00	0.00	0.00
1.5	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR	---	21	0.00	1	0.00	0.00	0.00
1.6	C1F1PASR1K9	Cisco1 FND Perpetual Suite AES IPSec	---	21	17,500.00	1	9,625.00	45.00	9,625.00
1.7	C1-SLASR1-AES	Cisco ONE ASR 1000 Advanced	---	21	0.00	1	0.00	0.00	0.00
1.8	C1-ASR1-IPSEC-RTU	Cisco ONE Encryption Right-To-Use Feat	---	21	0.00	1	0.00	0.00	0.00
1.9	C1-FLSASR1-AVC	Cisco ONE Appl. Visibility and Control	---	21	0.00	1	0.00	0.00	0.00
1.1	C1-FLSASR1-FW	Cisco ONE FW License for ASR1000	---	21	0.00	1	0.00	0.00	0.00
1.11	C1-PI-LFAS-ASR1K9	Cisco ONE PI Device License for LF & AS	---	21	0.00	1	0.00	0.00	0.00
1.12	C1-CAND-1	Cisco ONE Connected Analytics Net	---	21	0.00	1	0.00	0.00	0.00
1.13	C1F1VASR1-01	Tracker PID v01 Fnd Perpetual ASR1 - no	---	21	0.00	1	0.00	0.00	0.00
1.14	SASR1K1XUK9-316S	Cisco ASR1001-X IOS XE UNIVERSAL	---	21	0.00	1	0.00	0.00	0.00
1.15	ASR1001-X-PWR-AC	Cisco ASR1001-X AC Power Supply	---	21	0.00	2	0.00	0.00	0.00
1.16	CAB-AC	AC Power Cord (North America), C13,	---	14	0.00	2	0.00	0.00	0.00
1.17	SFP-10G-SR	10GBASE-SR SFP Module	---	14	995.00	2	547.25	45.00	1,094.50
2.0	CON-SNT-A1001XK9	SNTC-8X5XNBD C1 ASR1001-X	12	N/A	1,408.00	1	1,154.56	18.00	1,154.56
2.1	CON-SNT-FLSABGEX	SNTC-8X5XNBD ASR1001-X Built-In	12	N/A	482.00	2	378.84	18.00	757.68
2.2	CON-ECMU-CFPASR11	SWSS UPGRADES C1 FND Perp Suite	12	N/A	2,625.00	1	2,152.50	18.00	2,152.50

Valid through:  
 FOB Point: None

Product Total 30,519.50  
 Service Total : 4,064.74  
 Subscription Total 0.00  
 Total Price: 34,584.24

Notes

This Price Estimate does not constitute an offer by Cisco to sell products, but is instead an invitation to issue a purchase order to Cisco until the valid date specified in this Price Estimate. Such a purchase order will be subject to Cisco standard procedures, terms and conditions for the acceptance of purchase orders. This order may be subject to sales tax, VAT, duty and freight charges even if not noted on this estimate.



# Hamilton County Board of Commissioners RESOLUTION

No. 616-41

A RESOLUTION ACCEPTING THE PROPOSAL OF A+ TECHNICAL SERVICES FOR DISPOSAL OF SURPLUS COMPUTER / OTHER ELECTRONIC EQUIPMENT FOR HAMILTON COUNTY AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACT NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS; proposals were received in response to public advertisement for a three (3) year contract with the option to renew for three (3) additional years, if mutually agreeable with both contracting parties, to dispose of surplus electronic equipment for Hamilton County; and,

WHEREAS, the proposal required the disposal of computers and other electronics including but not limited to personal computers/laptops, printers, servers, fax machines, associated electronic components, televisions, and monitors; and,

WHEREAS, the proposals were evaluated based on the criteria listed in the Request for Proposal; and,

WHEREAS, the proposal offered by A+ Technical Services was considered to be the best overall proposal received; and,

WHEREAS, County funds will not be required to support this service.

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

That the proposal from A+ Technical Services for disposal of surplus computer/other electronic equipment for Hamilton County is hereby accepted, said proposal being the best overall proposal 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

June 15, 2016

Date

## **Recommendation for RFP # 0416-136: Electronic Equipment Disposal**

### **Background**

The County's intention for this RFP is to solicit proposals to dispose of all surplus electronic equipment in two primary categories: (1) Computers/Other Electronics (including but not limited to personal computers/laptops, printers, servers, fax machines, associated electronic components, televisions, monitors, etc.) and (2) Cell Phones / Mobile Communications (including but not limited to cell phones, pagers, cell phone accessories and cases, etc.) removed from County operation

Hamilton County retires electronic equipment (i.e., personal computers, printers – ink jet and laser, fax machines, cell phones, televisions, pagers, camcorders, stereos, VCRs/DVDs, tape players, servers, UPS devices, and related electronic components) from active service when such items become technologically obsolete for County use or otherwise uneconomical to maintain and/or repair.

The contract will require the successful proposer to collect, de-manufacture, and recycle equipment owned by the County, which is at the end of its useful life by the County. In this new contract, the County also intends for the proposer to handle the security procedures relative to wiping and/or destructions of hard drives, providing they can demonstrate adequate processes, procedures, and certifications to ensure that information is securely deleted relative to appropriate standards identified later in this document.

The proposer will be required to accept the transfer of responsibility/liability for environmental compliance requirements from the County. Proposers will also be expected to provide appropriate documentation and certifications as required in each category. Proposers will be expected to take all equipment offered in each of the categories on which they provide a proposal.

Depending on proposal received, the County reserves the right to award the contract to a single provider or to separate the award into two contracts, separating Cell Phone/Mobile Communications from Computer/Other Electronics disposal. *Any vendor who is awarded a contract will be expected to take all equipments referenced in this document.*

### **RFP Responses Submitted**

A total of five (5) proposals were received in response to this RFP. One was evaluated as non-responsive to the requirements and thus was eliminated from consideration. The remaining four (4) were further evaluated:

- A+ Technical Services
- Dynamic Recycling
- Resource1 Electronics
- SHI International Corporation

### **Evaluation**

Three (3) of the four (4) proposers submitted proposals which charged a fee to Hamilton County with limited and restricted revenue sharing which were not estimated in their proposals. The remaining was a no cost/no revenue proposal.

- **Dynamic Recycling:** Costs to the County would include \$3.00 per unit for data bearing devices, a varying cost per pound for items, as well as a transportation charge of \$375.00 per pick up. Proposed payment to the County would be a 50% revenue share for the resale of any device with a value of \$50.00 or more. No estimated of revenue were provided. Varying estimates by make/model of cell phone were proposed for fully functioning phones.
- **Resource1 Electronics:** Costs to the County would include \$10.00 per unit for data bearing devices. There were no proposed payments to the County for any resale or recycling of devices. A destruction fee of \$5.00/cell phone was proposed.
- **SHI International Corporation:** Costs to the County would include a fee (\$6.00 to \$72.00) per unit dependent on the type of device as well as a varying cost per pound on some items. They also propose a varying price for erasure and/or destruction of hard drive (ranging from \$10.00 to \$50.00 per device for erasure and \$9.00 for shredding of hard drives. Transportation costs were stated as extra, however no details were provided with the proposal. Any equipment with value which was sold, the proposer offered a check to the County for the value of the donation. The company proposed a 60% revenue share with the County, however no projected estimates of revenue were provided. On cell phones, the proposer provides 80% of the resale value for those devices that have remaining value – no detail was provided however as to the specific pricing or revenue to the County.
- **A+ Technical Services:** This company has successfully provided these services to the County since 2004. They have neither charged for the pickup/disposal, or any associated transportation costs, nor provided any revenue to the County. In their proposal response they have agreed to accept responsibility to wipe the hard drives of data bearing devices at no costs to the County, resulting in a large savings in HC staff time for currently handling this process. As in prior years, they will not provide revenue to the County. They propose the same arrangement for cell phone devices.

### **Recommendation**

Based on the high transportation charges as well as the costs per device charge with no specific revenue projections from three of the proposers, the recommendation is that it is in the best interest of the County to retain the services of A+ Technical Services who continues to offer a no cost/no revenue proposal to the County for the computer / other electronics disposal.

Because of the limited number of cell phone phones being disposed of currently, the cell phone portion of this RFP will not be awarded to any of the vendors at this time.



**HAMILTON COUNTY, TENNESSEE  
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSAL**

**FOR**

**Electronic Equipment Disposal**

**RFP # 0416-136**

**April 06, 2016**

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*Note: Please pay close attention to Sections I – III and VI – XII which clearly outline what information is required to properly respond and prepare your RFP response.*

## I. STATEMENT OF INTENT AND DESCRIPTION OF SERVICES REQUESTED

### A. Statement of Intent

Hamilton County, Tennessee hereinafter referred to as “the County” is soliciting proposals for services for electronic waste disposal of surplus equipment or devices which have been removed from active service in County operations. Throughout this document the terms Proposer, Contractor, Company, Vendor, Provider, Firm or Bidder are used interchangeably and refer to any organization submitting a response to this RFP. The purpose of this request for proposal (RFP) is to define the County’s minimum requirements and to gain adequate information from which the County can evaluate your company and your response to Hamilton County’s requirements.

### B. Description of Services Requested

The County’s intention for this RFP is to solicit proposals to dispose of all surplus electronic equipment in two primary categories: (1) Computers/Other Electronics (including but not limited to personal computers/laptops, printers, servers, fax machines, associated electronic components, televisions, monitors, etc.) and (2) Cell Phones / Mobile Communications (including but not limited to cell phones, pagers, cell phone accessories and cases, etc.) removed from County operation. *Important Note: Proposers may submit proposal for either of the categories of surplus (Cell Phone/Mobile Communications only or Computer/Other Electronics disposal) or for both of the categories. In your response clearly indicate whether your proposal is for one specific category of equipment or whether both are included and answer applicable questions in Sections XI – XII.*

Hamilton County retires electronic equipment (i.e., personal computers, printers – ink jet and laser, fax machines, cell phones, televisions, pagers, camcorders, stereos, VCRs/DVDs, tape players, servers, UPS devices, and related electronic components) from active service when such items become technologically obsolete for County use or otherwise uneconomical to maintain and/or repair. While the County makes no guarantee as to the quality or condition of the items, much of it is still in useable condition. To a lesser extent, approximately 25% of cell phone would be viewed as usable without some sort of repair.

As items are retired, they are collected and placed in local storage areas maintained by the County’s Information Technology Department. Be aware that currently the primary storage area is in a building in a downtown location – and not accessible via a loading dock and/or with a fork lift. In this new contract, the County also intends for the proposer to handle the security procedures relative to wiping and/or destructions of hard drives, providing they can demonstrate adequate processes, procedures, and certifications to ensure that information is securely deleted relative to appropriate standards identified later in this document.

The contract will require the successful proposer to collect, de-manufacture, and recycle equipment owned by the County, which is at the end of its useful life by the County. The proposer will be required to accept the transfer of responsibility/liability for environmental compliance requirements from the County. Proposers will also be expected to provide appropriate documentation and certifications as required in each category. Proposers will be expected to take all equipment offered in each of the categories on which they provide a proposal.

**C. Volumes**

While the number of items available to recycle cannot be guaranteed and varies from year to year, the following counts of items previously recycled each year are generally representative of **annual levels** to be expected for each category in each year covered by this Request for Proposal, unless otherwise noted.

COMPUTER / OTHER ELECTRONICS RELATED EQUIPMENT				
Type of Equipment	1 <sup>st</sup> Qtr. 2016	2015	2014*	2013
Computers	121	175	567	190
Monitors	51	103	215	117
Printers	34	132	204	97
Scanners	4	11	11	8
Network Devices	4	34	15	64
Misc. Other	7	37	43	60

*\*2014 numbers are higher than average due to the retirement of computers with the XP operating system.*

CELL PHONES / MOBILE COMMUNICATIONS RELATED DEVICES**			
Type of Equipment	2015	2014	2013
Smartphones	99	31	15
Cell Phones	151	83	53
Accessories	180	306	73
Aircards	28	7	4

*\*\*Approximately 25% are usable without repair.*

Please note that this would also include the disposal of other accessories related to cell phones, personal computers, laptops printers, including but not limited to, chargers, cables, cases, etc.

**D. Evaluation and Award of Contract**

Depending on proposal received, the County reserves the right to award the contract to a single provider or to separate the award into two contracts, separating Cell Phone/Mobile Communications from Computer/Other Electronics disposal. *As indicated previously, any vendor who is awarded a contract will be expected to take all equipments referenced in this document.*

It is the County's intent to enter into a three (3) year contract with the successful proposer(s) with an option for three (3) additional years if mutually agreeable with both contracting parties. It will be the responsibility of both parties to notify the other party in writing no less than ninety (90) days before the expiration of the contract period if the contract is not to be extended for the additional one-year term(s).

Hamilton County will evaluate proposals on their compliance with and responsiveness to the requirements described herein and will recommend the firm(s) to be selected, which in its opinion, is best suited to accomplish the required service for Hamilton County Government.

In order to receive full consideration, each proposal must offer comprehensive and thorough responses to all requests included in this RFP. Please pay particular attention to all instructions provided in Section VI – VIII as well as the questions you are required to answer (Sections IX - XII) to receive consideration.

## II. GENERAL INSTRUCTIONS AND REQUIREMENTS

- A. **RFP Number:** The County has assigned the following identification number to this document. This number should be referenced in all communications regarding the RFP:

**RFP # 0416-136: Electronic Equipment Disposal**

- B. **Point of Contact:** This RFP is issued by the Purchasing Department of Hamilton County, Tennessee. The sole point of contact for this RFP shall be:

Linda Chumbler, RFP Coordinator  
Hamilton County Purchasing Department  
Phone: (423) 209-6350  
Fax: (423) 209-6351  
Email: LindaC@hamiltontn.gov

***Important Note: Failure to restrict contact/discussion regarding this RFP to the above named RFP Coordinator or the Director of Purchasing prior to the proposal opening will be deemed a serious breach of process and, at the County's sole discretion, may result in disqualifying the violating party's firm from further consideration.***

- C. **Interpretation and Clarification:** Proposers should carefully review this RFP and any attachments for comments, questions, or any other matter requiring clarification or correction. No oral interpretation or clarification will be made to any firm or any individual as to the meaning of the RFP document prior to the opening date. Requests for interpretation or clarification shall be made in writing (fax or e-mail will be acceptable) and delivered to the RFP Coordinator as specified below in Section III – Anticipated Procurement Schedule. As indicated in Section III, the County will respond in writing to all clarification requests. Answers to any questions, as well as any addenda, will become a part of these RFP requirements. All parties who have obtained a copy of the RFP document will be on the distribution list for any such written responses and/or addenda issued by the County.

Any information provided by Hamilton County or any vendor prior to the release of this RFP, verbally or in writing, is considered preliminary and is not binding on Hamilton County or the vendor.

Vendors must not make available nor discuss any information contained in the proposal to or with any employee of Hamilton County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the issuing office for the purpose of clarification or evaluation.

### III. ANTICIPATED PROCUREMENT SCHEDULE

The following is an anticipated timetable for the procurement process. The County reserves the right to adjust the schedule, as it deems necessary. In the event significant adjustments are necessary, all affected parties will be notified. All times are for the Eastern Time Zone (ET).

EVENT	DATE	TIME (ET)
A. County issues RFP	04/06/2016	9:00 a.m.
B. Deadline for written questions and clarification requests	04/12/2016	3:00 p.m.
C. County issues written response to questions	04/18/2016	4:00 p.m.
D. Deadline for submitting proposals	04/29/2016	1:59 p.m.
E. County opens proposals	04/29/2016	2:00 p.m.

### IV. PROPOSAL PROCEDURES AND GUIDELINES

#### A. Submission of Proposals

The proposer must complete and deliver an original and three (3) hard copies of its proposal response document in a sealed envelope before 2:00 p.m. (ET) on April 29, 2016 to the Hamilton County Purchasing Director at the address specified below. Additionally, one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disk labeled: **RFP # 0416-136: Electronic Equipment Disposal from {insert your company name here}**. *Note: The CD must contain a single PDF file organized in the same order as the proposal binder – the CD must not contain separate PDF files for sections or pages. The Exhibit File must be submitted in PDF and hard copy, as well as in a separate Excel file on the CD.* In the event of discrepancy between the original RFP document and the digital copy, the original, signed document will take precedence.

***Please note that receipt of the bid by the United States Postal Service, common carrier delivery service (e.g., FEDEX, UPS, etc.) the County mail system or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.***

<b>DELIVERY ADDRESS FOR ALL PROPOSALS:</b>
Gail B. Roppo Director of Purchasing RFP #0416-136: Electronic Equipment Disposal from {insert your company name here} Hamilton County Purchasing Department 455 N. Highland Park Avenue Chattanooga, TN 37404

The proposer shall clearly label its sealed response envelope as "**RFP # 0416-136: Electronic Equipment Disposal**". If the response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

It is the sole responsibility of the proposer to ensure that its response is delivered on or before the date, prior to the specified bid opening time, and at the place indicated by this document. All proposals must be "time-stamped" as received prior to the specified opening time. Any proposal submitted at or after the moment designated for the opening will be deemed to be late and will not be accepted or opened. The clock-in time will be determined by a clock maintained by the Hamilton County Purchasing Department. No other clock or timepiece will have any bearing on the time of proposal receipt.

Proposals shall be signed by an authorized representative of the provider. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

**B. Opening of Proposals for Evaluation**

Proposals are scheduled to be opened for evaluation as stated in Section IV. A (above). No proposals will be accepted once the opening time has arrived. Be aware that Requests for Proposals are not opened and read publicly.

**C. Proposal Amendment and Rules for Withdrawal**

A proposal may be withdrawn prior to the response due date by submitting a written request for its withdrawal to the County, signed by the submitter and delivered to Hamilton County Director of Purchasing. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it then fully conforms to the RFP requirements.

The County shall not accept any amendments, revisions, or alterations to proposals *after the deadline for proposal submittal* unless the County requests such in writing.

**D. Duty to Inquire**

By submitting a proposal, the Proposer represents that it has read and understands the Solicitation and that its proposal is made in compliance with the Solicitation. Proposers are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Proposer's risk. Proposer assumes responsibility for any patent ambiguity in the Solicitation that it does not bring to the County's attention, in writing, immediately upon receipt of the Solicitation.

**E. Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposal. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

**F. Incorrect Proposal Information**

If the County determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal may, at the County's sole discretion, be determined non-responsive and be rejected.

**G. Acceptance of Proposals**

All properly submitted proposals shall be accepted for evaluation. However, the County reserves the right, in its sole discretion, to waive any informality, request clarifications or corrections to proposals, reject any or all proposals received, cancel or withdraw this RFP, according to the best interests of the County.

Where the County may waive variances, such waiver shall not modify other RFP requirements or excuse the proposer from full compliance with the remainder of RFP specifications and other contract requirements if the proposer is awarded a contract.

Mandated requirements, if indicated, are those required by law or such that they cannot be waived and are not subject to negotiation. In addition to any sections of the document specifying Mandatory Requirements, any use of the terms "shall" or "must" throughout the document also indicate that items are mandatory. Proposals deemed to be non-responsive to these or other requirements may be disqualified at the sole discretion of the County.

**H. Proposal of Alternate and/or Additional Services**

Proposals of alternate services (proposals that offer something different from that requested by the RFP) shall be considered non-responsive and rejected unless specifically requested in subsequent sections of the proposal.

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the County.

The cost for any such additional services must be incorporated into the required amount(s) provided in the Pricing section of your response so that all proposals may be equitably evaluated.

**I. Discussions and the Right to Negotiate**

Discussions may be conducted with the service providers which have submitted proposals determined to be reasonably likely of being considered for selection, to assure a full understanding of, and responsiveness to, the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion of their respective proposals.

The County reserves the right to further negotiate, after proposals are opened, with the apparent best-evaluated proposer(s), if such is deemed necessary in the discretion of the County. This includes, but is not limited to, the right to schedule face-to-face meetings with any and all respondents, both to confirm qualifications and to be introduced to the facilities and personnel that will service the County's account if you are the proposer chosen. The County also reserves the right to request clarification of information submitted from one or more proposers. Vendors may be requested to submit a best and final offer after evaluations, discussions, oral presentations and/or site visits have been completed.

The apparent best-evaluated Proposer(s) shall be prepared to enter into a contract with the County which the proposer shall draft. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

There shall be no disclosure of any information derived from the proposals submitted by competing proposers prior to the submission of a recommendation to the Board of Commissioners.

**J. Right of Rejection**

Any proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable state laws and regulations.

Proposers may not restrict the rights of the County or otherwise qualify their proposals. If a Proposer does so, the County may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

**K. Prohibition of Proposal Terms and Conditions**

A Proposer should not submit the Proposer's own contract terms and conditions in a response to this RFP unless so instructed in subsequent sections of this document. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

**L. Assignment and Subcontracting**

Subcontracting will not be allowed for any services in this RFP without prior written authorization by the County. Proposals are to be submitted with any subcontracted work clearly identified. The County reserves the right to approve each subcontracting party both before and after award of the contract. Proposers are solely responsible for the work of any subcontractors and for their adherence to the terms and conditions of the contract.

**M. Termination**

1. Termination for Cause: In the event of any breach of contract by the successful service provider(s), Hamilton County may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then Hamilton County shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to Hamilton County, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default.
2. Termination for Convenience: This contract may be terminated for convenience by either party by giving written notice to the other, at least ninety (90) days before the effective date

of termination. Said termination shall not be deemed a Breach of Contract. Upon such termination, neither Hamilton County nor the Contractor shall have a right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.

3. **Termination Due to Non-Appropriation:** Hamilton County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30<sup>th</sup> of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**N. Right to Refuse Personnel**

The County reserves the right to refuse, in its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors at any point throughout the contract.

**O. Incurring Costs**

Hamilton County is not responsible for any costs incurred by any proposer. All costs incurred in connection with the preparation and submission of its proposal response shall be borne by the proposer.

**P. Independent Price Determination**

A proposal shall be disqualified and rejected by the County if the pricing data in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any competitor.

Should any such prohibited action stated above or in any other section of this document be detected any time during the term of the negotiation and / or contract, such action shall be considered a material breach and grounds for disqualification or contract termination.

**Q. Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the County and Proposers shall then be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

**R. Disclosure of Proposal Content**

All proposals and other materials accepted in response to this RFP become the property of Hamilton County, Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed budget information, shall be held in confidence during the evaluation process. Only upon the completion of the evaluation of proposals and the

submission of a recommendation to the County Mayor and/or Board of Commissioners shall the proposals and associated materials be open for review.

Be aware that materials submitted by respondents are subject to public inspection under the Tennessee Open Records Act unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded. By submitting a proposal, the proposer acknowledges and accepts that the full contents of the proposal and any associated documents shall become open to inspection.

**S. Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin or any other classification protected by federal, Tennessee state constitution, or statutory law. The Contractor pursuant to the RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**T. 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  
423.209.6146 (office phone) or 423.209.6145 (fax)  
Email: [DBE@HamiltonTN.gov](mailto:DBE@HamiltonTN.gov)

**U. Drug-Free Workplace Program**

*Note: Required for construction services, encouraged for others.* 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. Other organizations are encouraged to ensure that their workplace is Drug-Free.

**V. 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.

**W. Taxes**

No sales, use or federal excise taxes should be included in your pricing.

**X. TN Department of Revenue Requirements**

Before the Contract resulting from this RFP is signed, the apparent successful Proposer(s) 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(s) provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

**Y. Vendor Demonstrations/Finalist Presentations**

Finalist presentations/demonstrations may be required. Finalists will receive adequate notification to prepare. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

Vendors may be requested to submit a best and final offer after evaluations, discussions, oral presentations and site visits have been completed.

**Z. Other Terms and Conditions**

- i. Any submitted proposal shall remain a valid proposal for at least one hundred and twenty (120) days after the proposal due date.
- ii. All addenda must be acknowledged in writing in the proposal submitted by the service provider.
- iii. Under no circumstances will proposals be accepted if submitted by fax or e-mail.
- iv. By submitting a proposal, the Proposer certifies that the submitted proposal was independently arrived at, without collusion, under penalty of perjury.
- v. By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
- vi. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

## V. CONTRACT FOR SERVICES

The successful proposer will be required to enter into a contract with Hamilton County to satisfy the requirements of this RFP. The Proposal must include a copy of the contract(s) the vendor will submit to Hamilton County to be signed should the contract be awarded to the vendor.

The following general provisions, as well as those specifically developed and agreed to by the affected parties, shall apply to such contract.

### A. Contract Approval

The RFP and the provider selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any vendor. A legally binding contract shall be established only after the contract is signed by the provider, the head of the procuring County agency and/or the County Mayor or other County officials as required by applicable state and local laws and regulations.

### B. RFP and Proposal Incorporated into Final Contract

This Request for Proposal and the provider's proposal, as amended between Hamilton County and the successful provider, will become an addendum to the contract documents. It should be understood that the terms and conditions, specifications and requirements of this Request for Proposal would take precedent in the event that any part of the contract is in conflict with these proposal documents.

## VI. PROPOSAL RESPONSE INSTRUCTIONS

All proposal responses must be submitted in accordance with the instructions provided in this RFP and in the standard format described below in order to facilitate comparison and evaluation. **Failure to follow the format or to address an area adequately may cause the proposal to be deemed unresponsive and hence, removed from consideration at the County's discretion.** Any proposed deviations from the requested scope of services must be noted and fully explained. The information shall be prepared in a manner that is self explanatory, complete and responsive to the request.

- An original and three (3) copies of your proposal documents, including pricing, must be submitted. Additionally a copy of your entire proposal package on CD in a PDF format must be included. *Note: The CD must contain a single PDF file organized in the same order as the proposal binder – the CD must not contain separate PDF files for sections or pages.*
- All RFP responses should be provided in three ring binders with all attachments separated by marked tabs. Insert attachments directly behind the related section, not under separate cover.
- As instructed in Sections VI – VIII, proposers must respond to every subsection under Sections IX – XII below. The proposal response must include a point-by-point response to the RFP in the order in which is it requested. Each question and its associated number, from Sections IX – XII below, should be repeated and referenced in your typed response. Responses should be typed in **bold**, immediately following each question. If no specific information is required from the provider, "Understand and Comply" will be an acceptable response.

- The proposal must include an explanation of any exceptions to the stated requirements. Failure to indicate any exception will be interpreted as the proposer's intent to comply with the requirements as written in the proposal documents.
- The proposal must include a copy of the contract(s) the vendor will submit to Hamilton County to be signed should the contract be awarded to the vendor. Note that any proposed contract will be subject to review and negotiation and will be governed by the requirements of this RFP.
- Failure to follow the specified format to label the responses correctly or to address all of the subsections may, in the County's sole discretion, result in the rejection of the Proposal.
- The response documents must be signed by a person or persons legally authorized to bind the provider to this contract. The signer's title, contact information, and the date of approval should also be provided on the Authorization to Bind form which follows.
- This RFP document is provided in both PDF and in MS Word for ease in providing your response. *Note however that responses must be received in hard copy in appropriately labeled and sealed envelopes (see Section IV.A).*

## VII. PROPOSAL RESPONSE REQUIREMENTS

All proposals must include information in the order as specified below. ***If a proposal fails to detail and address each of these required topics, the County may determine the proposal to be nonresponsive and reject it.***

Use separate tabs for each section indicated below and incorporate question numbers and the actual requirement questions/statement in your response. The Proposal shall be divided into the following distinct sections:

- Proposal Transmittal Letter (including the Certificate of Compliance and Authorization to Bind)
- Executive Summary
- Mandatory Requirements
- Services Proposal and Requirements
- Financial Proposal

Additional detail on the requirements for each section is included in the sections which follow.

## VIII. PROPOSAL TRANSMITTAL LETTER

The Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter signed by an individual having the authority to bind your organization. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required.

**The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal which does not meet the requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.**

- A. **Proposal Validity:** The letter shall state that the proposal remains valid for at least one hundred and twenty (120) days subsequent to the date of the proposal opening and thereafter in accordance with any resulting contract between the Proposer and the County.
- B. **Mandatory Insurance Requirements:** Include a statement indicating whether you currently have and/or will be able to meet the mandatory insurance requirements associated with this project if awarded (see Section X.A).
- C. **Other Mandatory Requirements:** Include an itemized statement indicating whether or not you meet the other mandatory requirements as outlined in Section X.B and X.C below.
- D. **Use of Subcontractors:** The letter shall state whether the Proposer intends to use subcontractors. If so, it must clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (Note: The Proposer must obtain written approval from the County prior to the use of any subcontractors.)
- E. **Conflict of Interest:** The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by Hamilton County, etc.) and, if so, the nature of that conflict. The County reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the proposer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the County.
- F. **Intent to Comply with RFP Provisions:** The letter shall indicate written confirmation that the Proposer shall comply with all of the provisions in this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the County, in its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.)
- G. **General Terms and Condition:** The letter must state your agreement with each item outlined in the general terms and conditions in Section IV. If you do not agree to any specific item, your letter must state the exception at time of proposal. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the County, in its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.)
- H. **Certificate of Compliance:** The letter must reference and include the completed and signed Certificate of Compliance (see Appendix).
- I. **Authorization to Bind:** The letter must reference and include the completed and executed copy of the Authorization to Bind form (see Appendix), signed by the appropriate individual in your organization.

## IX. EXECUTIVE SUMMARY

The proposal must include an overview of your proposal, summarizing your capabilities and offering, pointing out any features that differentiate your service offering. This Executive Summary should provide an overview of your plans and approach for accomplishing the work requested which should

be detailed as required in each section below as well as the performance specifications detailed in Section I.

The information provided shall be in enough detail to enable the County to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Proposals shall provide narrative information (referencing the subsequent subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP.

## X. MANDATORY REQUIREMENTS

### A. Insurance Requirements

Prior to execution of the contract, the proposer shall procure and maintain at their own expense, the following insurance against claims for injuries or damages to property or other claims which may arise from or in connection with the performance of the work or services provided hereunder by proposer, their sub agents, representatives, employees or subcontractors. *Note, however, that coverage requirements are subject to change as business needs dictate and may vary based on whether the proposal is for both categories of equipment or only one of the two.* The successful firm shall maintain throughout the contract period the following minimal insurance coverages:

1. *Commercial General Liability Insurance:* \$1,000,000 per occurrence for property damage and bodily injury covering the operation of employees and agents for the contracted operations as well as civil rights claims. The proposer should indicate in its proposal 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. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
  - c. Products/Completed Operations
  - d. Contractual
  - e. Independent Contractors
  - f. Broad Form Property Coverage
  - g. 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 Employers' Liability Insurance:* Workers' Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000 per accident.

4. *Professional Liability*: \$1,000,000 per occurrence
5. *Cyber Liability /Data Breach Insurance* (if applicable for sensitive data) including First-Party coverage and Third-Party Defense and Liability Coverage: \$5,000,000 per occurrence

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.

Provide a valid Certificate of Insurance that is verified and dated within the last six (6) months. Updated Proof of Insurance must be provided before a contract is executed with the successful proposer for this RFP and updated as necessary.

**B. Hold Harmless Agreement**

The Contractor shall indemnify, hold harmless and pay all costs of defense and damages for Hamilton County, their agents and employees, against any and all liability damage, loss, claims, including Civil Rights Claims, and expenses which may accrue and be sustained by or threatened against the County or its Commissioners, agents and employees on account of any claim, suit or action made or brought against the County, its agents, Commissioners, or employees for the death of or injury to any person or property for damages to any and all persons or property arising in whole or in part from any and all acts or omissions, whether negligent or otherwise, of the Contractor, the officers, agents, employees, authorized persons of Contractor and those on the premises with Contractor's permission or for whose acts the County may be liable.

It is hereby agreed by the County and Vendor and subcontractors that this provision is intended to and does indemnify and hold harmless the County against any liability caused by or resulting from the acts of the vendor and subcontractors, its employees, officers, students or anyone for whose acts the vendor may be liable.

**C. Other Mandatory Requirements**

The Proposer must provide written confirmation that they meet the following specified mandatory requirements, as well as any others designated by the use of the words "shall" or "must" throughout this RFP. This includes all requirements outlined throughout this entire document, not just the sections which follow. Please note that the apparent successful proposer may be required to substantiate its claim to meet any/all of these mandatory requirements to Hamilton County's complete satisfaction before a contract for services is awarded.

1. Any submitted proposal shall remain a valid proposal for at least one hundred and twenty (120) days after the proposal due date.
2. The successful proposer must have a minimum of two (2) years experience in the disposal and/or recycling of personal computers and electronic waste.

3. The successful proposer must be knowledgeable in and comply with all federal, state, and local laws and regulations, including environmental regulations governing this RFP and the services requested herein.
4. The successful proposer and any subcontractor employed by the proposer shall, at its or their own expense, possess and shall maintain, during the entire terms of the contract all permits, licenses, certificates, and approvals required by law relative to the transport and disposal of said materials contracted herein.
5. The successful proposer will be required to accept the transfer of responsibility / liability for environmental compliance requirements from the County.
6. The successful proposer will be required to collect, de-manufacture, and recycle equipment owned by the County.
7. The successful proposer will be required to accept all items in the category of equipment for which they receive an award.
8. The successful proposer will be required to provide certification for and documentation as to the final disposition of any device which may store sensitive data.
9. Hamilton County reserves the right to conduct interviews and/or site visits with all or some of the Proposers at any point during the evaluation process. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Best and final offers may be required.
10. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid/charged under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.
11. Before the Contract resulting from this RFP 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.
12. The proposal must include a statement that it acknowledges that the Proposer will be responsible for the collection and payment of all required taxes (local, state, federal) relating to its operation.
13. In the event of substantial or material changes in ownership of the company, the contract may not be automatically assigned without prior written approval by the County.

## **XI. SERVICE PROPOSAL AND REQUIREMENTS**

*Responses are required for each item in this section in the same order that the questions are asked. Please describe your proposed solution for each requirement. If no specific information is to be provided, a response of "Understand and Comply" should be utilized for each. If you cannot meet or comply with any item, please include an explanation as to your exception or alternative. Any proposal not complying with this requirement may be considered to be non-responsive and disqualified at the sole discretion of the County.*

Include sufficient level of detail in your response so as to give the County sufficient detail to understand your experience in management business of this type, the qualifications of your firm and your staff, your proposed services and pricing structure and methodology.

### **A. Firm's Qualifications and Experience**

1. Provide the name, title, address, phone number and email address of the contact person that the County should use for questions and clarifications concerning the proposal.
2. Describe your form of business (i.e. individual, sole proprietor, corporation, non-profit corporation, partnership, limited-liability, etc.) and business location (physical location and state of domicile).
3. The selected firm must have and demonstrate two (2) years of experience in the area of electronic disposal services. Provide a general description of your business including information regarding the length of time your firm has been providing electronic disposal services to clients. Please separate responses for Cell Phone/Mobile from Computer/Other Electronics experience.
4. Please provide information regarding the number of clients for whom you currently provide electronic equipment disposal service as well as the number of disposals for each client for the last two years. Please separate responses for Cell Phone/Mobile from Computer/Other Electronics customers. Include information on the number of these current clients that are located in Hamilton County, TN and the surrounding areas.
5. Provide a list and description of any awards, recognition, special training, certifications, licenses, etc. your firm and /or your employees have received in the last five (5) years for protecting the environment from hazardous materials, etc. arising from your disposal/recycling processes.
6. Provide a list of any local, state or federal business permits or licenses your company is required to hold relative to the services covered in this proposal. Attach current copies of documents. Include the Environmental Protection Agency or similar state agencies. Please provide your EPA ID number as a part of your response, if applicable.
7. Provide a list of any subcontractors you may use in any steps of the process involved in this RFP, from pick-up to disposal. Include a general description of their business, their current licensing and certifications, including any state or federal Environmental Protection regulations. Provide any applicable EPA ID numbers if applicable.
8. The successful proposer will be responsible for proper disposal of electronic equipment as required by applicable Federal, State and local law. Please indicate your firm's acceptance of the following contractual condition if selected to provide services under this proposal:

*“In consideration for the County’s entering into this contract, I/We agree to abide by all applicable Federal and State laws pertaining to health, the environment and hazardous substances in the event that in the future I/We dispose of some or all of the PC / Electronic components which are subject to this contract. I/We further agree to forever indemnify and hold harmless the County for any violation by Me/Us of said applicable health, environment and hazardous substances laws in the disposal of the PC / Electronic components subject to this agreement.”*

9. Provide a list of three (3) customers that you currently provide services similar to those proposed for the County that we may contact for reference purposes. Include the following information for each reference: Firm Name, Firm Address, Contact Name, Contact Title, Phone Number, and Email Address. If proposing on both Cell Phone and Computer Equipment, provide three (3) references for each category.
10. Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material impact on the Proposer’s financial condition. If such exists, list each separately, explain the relevant details and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer’s performance in a contract pursuant to the RFP.
11. Provide information regarding any citations or investigations by any Federal, State or Local regulatory body. Identify the regulatory body, specific charge, and disposition of the situation and date of the occurrence.

*NOTE regarding 10 & 11: All persons, agencies, firms or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The County may require the Proposer to submit proof of such licensure details the state of licensure and licensure number for each person or entity that renders such opinions.*

## **B. Service Proposal**

*For this section, please differentiate your responses between Cell Phone/Mobile Communications Related Devices and Computer/Other Electronics Related Devices, as applicable.*

1. Please describe your proposed approach to providing the services required by this RFP, including any services, skills, processes, etc. that you believe are unique and not likely to be available from others who might respond to this RFP.
2. Describe in detail the process of what happens when an electronic equipment disposal pick up call is received by your company, from initial call through final disposition of the equipment.
3. Provide a detailed description of the electronic waste management services your company is offering to the County. Include your company’s procedures pertaining to the following, as well as where such procedures will occur:
  - a. De-manufacturing
  - b. Refurbishment
  - c. Donation

- d. Disposal and Waste Handling
  - e. Storage
  - f. Documentation/Certification of Final Disposal
4. What electronic waste does your company typically:
    - a. Donate or sell as-is
    - b. Refurbish then donate or sell
    - c. De-manufacture and sell usable components
    - d. De-manufacture and sell materials for recovery/recycling
    - e. De-manufacture and dispose of as hazardous or solid waste
  5. Indicate your ability to accept all of the electronic equipment as described in Section I. Also indicate other types of electronic equipment you may also accept.
  6. Please include sample copies of any paperwork (manifest, certificate of final disposal, etc.) and reports your company will provide as a part of this program.
  7. For Cell Phone/Mobile Communicated Related Items: Please explain in detail how your program works, including equipment details.
  8. In previous years, a total of four (4) to six (6) requests for pick-up service of computer-related electronics have been made each year, with pick-ups generally made within 5 days of contact. For cell phone related devices, one (1) or two (2) pick-ups per year have been made. Please describe your proposal relative to scheduling of requests for pick-up service and your anticipated response time to any requested pick-up.
  9. Fully describe your process, procedures, and any certifications you would provide to the County as to the destruction of any sensitive data which may be included on the hard drives of personal computers and laptops for information security purposes. Include any privacy protections practices under FACTA.
  10. Fully describe your company's compliance with the U S Department of Defense Spec 5220.22-M and NISP SP 800-88, or any superseding specification, to ensure hard drive data is completely unrecoverable and sensitive data completely protected.
  11. Describe in detail your processes and procedures for wiping data from any device in which the hard drive is not functional.
  12. If you utilize software to wipe data from the hard drive, describe how you handle the situation where the software fails to confirm the success of the procedure.
  13. Provide a description of any additional services you would propose related to the disposal of electronic equipment.

## **XII. FINANCIAL PROPOSAL**

*Please completely separate the pricing for Cell Phone/Mobile Communications Related Devices and Computer/Other Electronics Related Devices.*

The County is willing to consider a variety of financial arrangements. Provide a complete description of your pricing proposal in sufficient detail for the County to fully understand the

pricing, the fee structure and/or payments to the County as well as the basis / rationale behind any option proposed. Provide a unit break down for all proposals.

**For Computer/Other Electronics Related Devices:** Please fully explain any of the following which may be applicable:

1. A payment structure to be paid to the County for itemized electronic waste items based on cost per pound
2. A payment structure to be paid to the County for electronic waste that can be recycled as scrap metal as a cost per pound
3. A payment the County would receive for any items donated to a charitable entity
4. Other alternatives payment/fee structures you may propose.

**For Cell Phone/Mobile Communications Related Devices:** Please fully explain the payment / fee structure which may be applicable. If prices vary by type or model of phone, fully explain your current structure and how this is adjusted as new models become available.

**APPENDIX A  
CERTIFICATE OF COMPLIANCE**

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with all provisions of this RFP and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. the Help America Vote Act;
3. Title VI of the Civil Rights Act of 1964;
4. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
6. Hamilton County's Disadvantaged Business Enterprise guidelines;
7. the Drug Free Workplace statement;
8. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
9. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B  
AUTHORIZATION TO BIND**

By signing this proposal, 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 On-Line Bid Administration System**

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Logged in as: lindac@mail.hamiltontn.gov  
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**Solicitation - Log**

4/06/2016 8:26 AM Eastern

Solicitation Title: Electronic Equipment Disposal  
 Number: 0416-136  
 Bids Due: 4/29/2016 2:00:00 PM Eastern  
 Status: Open

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

Message Summary		Message Detail		Document Detail			
<b>Message Summary</b>		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>
4/06/2016 8:26:09AM	Eastern	Linda Chumbler	<a href="#">0416-136 - Electronic Equipment Disposal</a>	<a href="#">Invitation</a>	Please click on the above solicitation number to access bid documents.	978	0

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**Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Wednesday, April 6, 2016 as follows:**

**REQUEST FOR PROPOSAL:**

Hamilton County, Tennessee is soliciting proposals for services for electronic waste disposal of surplus equipment or devices which have been removed from active service in County operations. Specifications are available by contacting the Purchasing Department at 423-209-6350 or at [www.hamiltontn.gov/purchasing](http://www.hamiltontn.gov/purchasing).

Sealed proposals will be received in the office of the Hamilton County Purchasing Director, 455 North Highland Park Avenue, Chattanooga, TN 37404 before 2:00 p.m. on April 29, 2016.

Gail B. Roppo  
Director of Purchasing





# Hamilton County Board of Commissioners RESOLUTION

No. 616-42

A RESOLUTION APPROVING THE PURCHASE OF HARDWARE/SOFTWARE AND INSTALLATION FOR PBX TELEPHONE EQUIPMENT UPGRADES AMOUNTING TO \$19,249.00 FROM COMMUNICATIONS RESOURCES, INC. (CRI) FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, a quotation was received for hardware/software and installation for upgrading nine (9) Nortel PBX Systems deployed throughout Hamilton County amounting to \$19,249.00 for the Telecommunications Department; and,

WHEREAS, Communications Resources, Inc. (CRI) is the sole source for the hardware/software upgrade for this system; and,

WHEREAS, the amount of \$19,249.00 is considered economically fair; 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 quotation from Communications Resources, Inc. (CRI) for the purchase of hardware/software and installation for PBX telephone equipment upgrades for the Telecommunications Department amounting to \$19,249.00 is hereby accepted, 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

June 15, 2016

\_\_\_\_\_  
Date



# Hamilton County Board of Commissioners

## RESOLUTION

No. 616-43

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT IN THE AMOUNT OF \$60,000 WITH THE CITY OF CHATTANOOGA FOR THE HAMILTON COUNTY COURTS COMMUNITY SERVICE PROGRAM WITH A TERM BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017.

WHEREAS, the Hamilton County Courts Community Services Program contracts with the State to provide litter and trash collection as alternative to incarceration for selected offenders; and,

WHEREAS, the City of Chattanooga desires said services within the City and for special events when needed; and,

WHEREAS, the City will provide a vehicle and collection materials; and,

WHEREAS, the City will reimburse the County \$60,000 for the program's services; and

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

The County Mayor is hereby authorized to sign a contract, a copy of which is available on request, in the amount of \$60,000 with the City of Chattanooga for the Hamilton County Courts Community Service Program with a contract term beginning July 1, 2016 and ending June 30, 2017.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT AT

AND FROM ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

**CERTIFICATION OF ACTION**

Approved:

Rejected:

\_\_\_\_\_

County Clerk

Approved:

Vetoed:

\_\_\_\_\_

County Mayor

June 15, 2016

\_\_\_\_\_

Date

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
COUNTY OF HAMILTON**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and County of Hamilton, hereinafter referred to as the "Contractor," is for the provision of a special agreement for litter removal on State Routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000004208  
Contract #: CMA 1713

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.3. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.4. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County," attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2016 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed ONE HUNDRED-EIGHTY-EIGHT-THOUSAND, SEVEN-HUNDRED, AND NINETY-NINE DOLLARS AND FIVE CENTS (\$188,799.05). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with

the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
  - a. The Contractor’s compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
“Exhibit A” titled “Guidelines Covering Maintenance of State Highways through a County”	See Exhibit A

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Christopher Smith  
 Operations District Supervisor  
 Tennessee Department of Transportation  
 P.O. Box 22368 Chattanooga,  
 TN 37422-2368

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Tennessee Department of Transportation
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name & title as applicable) of each service invoiced

- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. 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 invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor 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 Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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 Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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 Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee 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.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Christopher Smith  
Operations District Supervisor  
State of Tennessee Department of Transportation  
P.O. Box 22368 Chattanooga,  
TN 37422-2368  
[Christopher.Smith@tn.gov](mailto:Christopher.Smith@tn.gov)  
Telephone # 423 510 1254  
FAX # 423 510 1155

The Contractor:

Greg Gregory  
Program Manager  
County of Hamilton  
6215 Dayton Blvd.  
Chattanooga, TN 37343  
GregG@hamiltontn.gov  
Telephone # 423 847 4845  
FAX # 423 847 4844

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

**IN WITNESS WHEREOF,**

**COUNTY OF HAMILTON:**

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**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

---

**CONTRACTOR ATTORNEY SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**JOHN SCHROER, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

---

**JOHN REINBOLD, GENERAL COUNSEL**

**DATE**

GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH A COUNTY

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

<b>Activity</b>	<b>Maintenance Work Type</b>	<b>Unit Of Measure</b>
441	Litter Removal**	Roadway Miles

\*\* Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

Litter Removal Work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

**INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH A COUNTY**

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

<b>Calculated Maximum Reimbursement (Litter):</b>										<b>\$ 188,799.05</b>
<b>Litter Inventory Worksheet</b>										
<b>Route Number</b>	<b>Roadway Type</b>	<b>Beginning Termini (LM)</b>	<b>Ending Termini (LM)</b>	<b>Segment Length (mi.)</b>	<b>Litter Pass Miles Per Segment</b>	<b>Segment Total Litter (mi.)</b>	<b>Price per Litter Mile</b>	<b>Number of Litter Cycles</b>	<b>Contract Segment Total Litter (mi.)</b>	<b>Contract Segment Total Litter (\$)</b>
I0024	2A	0.000	6.640	6.640	3	19.92	\$ 15.00	52	1,035.84	\$ 15,537.60
I0024	2B	6.640	10.770	4.130	2	8.26	\$ 15.00	52	429.52	\$ 6,442.80
I0024	2A	10.770	11.060	0.290	3	0.87	\$ 15.00	52	45.24	\$ 678.60
I0024	2B	11.060	13.900	2.840	2	5.68	\$ 15.00	52	295.36	\$ 4,430.40
I0024	2A	13.900	14.710	0.810	3	2.43	\$ 15.00	52	126.36	\$ 1,895.40
I0075	2B	0.000	1.000	1.000	2	2	\$ 15.00	52	104.00	\$ 1,560.00
I0075	2A	1.000	1.760	0.760	3	2.28	\$ 15.00	52	118.56	\$ 1,778.40
I0075	2B	1.760	12.320	10.560	2	21.12	\$ 15.00	52	1,098.24	\$ 16,473.60
I0075	2A	12.320	14.490	2.170	3	6.51	\$ 15.00	26	169.26	\$ 2,538.90
I0075	2B	14.490	15.630	1.140	2	2.28	\$ 15.00	26	59.28	\$ 889.20
I0124	2A	0.000	0.500	0.500	3	1.5	\$ 15.00	52	78.00	\$ 1,170.00
I0124	2B	0.500	1.950	1.450	2	2.9	\$ 15.00	52	150.80	\$ 2,262.00
SR029	2B	0.000	2.510	2.510	2	5.02	\$ 15.00	52	261.04	\$ 3,915.60
SR029	2A	2.510	11.060	8.550	3	25.65	\$ 15.00	52	1,333.80	\$ 20,007.00
SR029	2A	11.060	19.590	8.530	3	25.59	\$ 15.00	26	665.34	\$ 9,980.10
SR029	2B	19.590	20.720	1.130	2	2.26	\$ 15.00	26	58.76	\$ 881.40
SR029	2A	20.720	25.560	4.840	3	14.52	\$ 15.00	26	377.52	\$ 5,662.80
SR029	2B	25.560	30.180	4.620	2	9.24	\$ 15.00	26	240.24	\$ 3,603.60
SR029	2A	30.180	30.840	0.660	3	1.98	\$ 15.00	26	51.48	\$ 772.20
SR153	2A	0.000	0.660	0.660	3	1.98	\$ 15.00	52	102.96	\$ 1,544.40
SR153	2B	0.660	7.590	6.930	2	13.86	\$ 15.00	52	720.72	\$ 10,810.80

SR153	2A	7.590	8.010	0.420	3	1.26	\$ 15.00	52	65.52	\$ 982.80
SR153	2B	8.010	11.660	3.650	2	7.3	\$ 15.00	52	379.60	\$ 5,694.00
SR153	2A	11.660	12.620	0.960	3	2.88	\$ 15.00	52	149.76	\$ 2,246.40
SR153	2B	12.620	12.870	0.250	2	0.5	\$ 15.00	52	26.00	\$ 390.00
SR058	2A	7.012	8.550	1.538	3	4.614	\$ 12.50	52	239.93	\$ 2,999.10
SR058	2B	8.550	10.590	2.040	2	4.08	\$ 12.50	52	212.16	\$ 2,652.00
SR058	2A	10.590	17.240	6.650	3	19.95	\$ 12.50	52	1,037.40	\$ 12,967.50
SR058	2B	17.240	26.190	8.950	2	17.9	\$ 12.50	52	930.80	\$ 11,635.00
SR319	2B	8.155	21.290	13.135	2	26.27	\$ 12.50	26	683.02	\$ 8,537.75
SR111	2B	0.000	3.460	3.460	2	6.92	\$ 15.00	12	83.04	\$ 1,245.60
SR111	2A	3.460	7.350	3.890	3	11.67	\$ 15.00	12	140.04	\$ 2,100.60
SR002	2A	21.140	21.540	0.400	3	1.2	\$ 12.50	26	31.20	\$ 390.00
SR002	2B	21.540	24.420	2.880	2	5.76	\$ 12.50	26	149.76	\$ 1,872.00
SR008	2B	15.781	23.170	7.389	2	14.778	\$ 12.50	12	177.34	\$ 2,216.70
SR027	2B	0.000	1.967	1.967	2	3.934	\$ 12.50	12	47.21	\$ 590.10
SR060	2B	0.000	7.740	7.740	2	15.48	\$ 12.50	26	402.48	\$ 5,031.00
SR312	2B	0.000	16.421	16.421	2	32.842	\$ 12.50	12	394.10	\$ 4,926.30
SR317	2B	5.460	15.760	10.300	2	20.6	\$ 12.50	26	535.60	\$ 6,695.00
SR320	2B	5.072	7.290	2.218	2	4.436	\$ 12.50	12	53.23	\$ 665.40
SR321	2B	0.000	7.090	7.090	2	14.18	\$ 12.50	12	170.16	\$ 2,127.00
<b>Total Contract Litter (mi.):</b>									<b>13,430.67</b>	<b>\$ 188,799.05</b>