

Hamilton County Board of County Commissioners

AGENDA

February 19, 2014

ROLL CALL

INVOCATION - **Commissioner Henry**

PLEDGE TO THE FLAG - **Commissioner Henry**

- Minutes February 5, 2014 Regular Minutes
- Res. No. 214-18 A Resolution to approve and accept applications for notary public positions and oath of Deputy Sheriff.
- Report Order of Designation - Planning Commission - Todd Leamon - 2-10-14
- Report Report of Investment Activity for the Quarter Ended 12/31/2013
- Res. No. 214-19 A Resolution to confirm the appointment of three members and reappointment of two members to the Chattanooga-Hamilton County Regional Health Council.
- Res. No. 214-20 A Resolution accepting the bid of Mountain View Chevrolet for model year contract unit pricing for marked police pursuit sedans for Hamilton County and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 214-21 A Resolution accepting the proposal of Applied Technology Partners TN, LLC for LIDAR equipment for the Hamilton County Sheriff's Office to be used for the purpose of speed reduction over posted speed limits in the Hamilton County area and to authorize the County Mayor to sign any contract necessary to implement this resolution.
- Res. No. 214-22 A Resolution accepting the bid of Dell Marketing, LP for KACE Virtual Appliances amounting to \$94,043.31 for the Information Technology Services Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 214-23 A Resolution to authorize the County Mayor to enter into a contract with the Atlantic Group, LLC. to provide Hamilton County with Geographic Information System color and color infrared digital orthophotography for Hamilton County at a cost of \$148,213.11 and to amend the Hamilton County Partnership budget by adding \$98,213.11 to revenue and \$98,213.11 to expenditures.
- Res. No. 214-24 A Resolution accepting the unit price bid of Shields Electronics for Bogen equipment for the period beginning February 19, 2014 through February 18, 2015, with the option to renew for one (1) additional one year term for the Telecommunications Office and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 214-25 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: Grapeshot Drive, Solidshot Court. (3)
- Res. No. 214-26 A Resolution to amend the "Master List of Roads and Speed Limits" by changing the speed limit of Hopi Trail, Hideaway Road, and Paw Paw Trail from 30 miles per hour to 25 miles per hour. (9)
- Res. No. 214-27 A Resolution to authorize the County Mayor to increase the contract with Barge, Waggoner, Sumner & Cannon, Inc. for the design of the Tennessee Riverpark Downtown Segment to include construction contract administration services for an amount not to exceed \$317,500.00 of previously budgeted funds.
- Res. No. 214-28 A Resolution to authorize the County Mayor to increase the contract with Barge, Waggoner, Sumner & Cannon, Inc. for the design of the Tennessee Riverpark Downtown Segment to include Construction Engineering Inspection (CEI) services for an amount not to exceed \$720,000.00 of previously budgeted funds.
- Res. No. 214-29 A Resolution authorizing the County Mayor to sign a contract with the term October 1, 2012 through June 30, 2014, with the State of Tennessee, Department of the Military, Tennessee Emergency Management Agency (TEMA) to reimburse up to \$148,000 (one hundred and forty eight thousand dollars), the Hamilton County Emergency Services cost of operating and maintaining its Emergency Management Program.

- Res. No. 214-30 Resolution Number 214-30 not used.
- Res. No. 214-31 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 enter into and execute a letter of Agreement with the Tennessee Department of Health for the provision of Tobacco Prevention Services for the time period of January 1, 2014 through December 31, 2017, accepting funds in an amount of \$285,165 per year, and amending the 2013/2014 budget by increasing revenues by \$285,165 and expenses by \$81,197 with the remaining revenue balance carrying forward into the 2014/2015 fiscal year.
- Res. No. 214-32 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 enter into and execute a contract for \$70,600 with the Tennessee Department of Health for the provision of Community Health Prevention services for the time period beginning January 1, 2014 through June 30, 2018, accepting funds in an amount of \$70,600 per year, and amending the 2013/2014 budget by increasing revenues by \$70,600 and expenses by \$70,600.
- Res. No. 214-33 A Resolution authorizing the payment of forty five thousand dollars (\$45,000.00) in settlement of a claim against Hamilton County and the Hamilton County Sheriff's Office as brought by Cecil Vance for personal injuries.
- Res. No. 214-34 A Resolution to approve the firm of Artech Design Group, Inc. for design of the Dallas Bay Firehall #2 addition.
- Res. No. 214-35 A Resolution to approve the firm of Hefferlin + Kronenberg Architects for design of a new Tri-Community Firehall #3.
- Res. No. 214-36 A Resolution to approve the firm of Michael Brady, Inc. for design of a new Sale Creek Firehall Headquarters.
- Res. No. 214-37 A Resolution to authorize the County Mayor to increase payment to PSC Metals, Inc. for two (2) easements in the amount of \$_____ required for construction of the Tennessee Riverwalk Downtown Segment Phase 1 and 2.

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.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
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STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) February 5, 2014

BE IT REMEMBERED, that on this 5th day of February, 2014, 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 Fred Skillern, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Bankston, Commissioner Boyd, Commissioner Fields, Commissioner Graham, Commissioner Haynes, Commissioner Henry, Commissioner Mackey, and Chairman Skillern. Commissioner Beck was absent. Total present - 8. Total absent – 1.

Chairman Skillern reported that Commissioner Beck would not be in attendance for today's meeting.

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

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Chairman Skillern reported that due to inclement weather, the Commission had been unable to meet for their scheduled Agenda Preparation Session on Wednesday, January 29, 2014. All Resolutions would be considered by a Committee of the Whole during today's meeting.

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.

Reverend Mike Steele, Crossroads Baptist Church, gave the invocation. Commissioner Henry introduced Baylor School seventh-grade student William Ingram, who led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Henry, seconded by Commissioner Bankston, that the minutes of the Recessed Meeting of January 8, 2014, the Agenda Preparation Session of January 8, 2014, and the Regular Meeting of January 15, 2014, be approved, treat same as read, made a matter of record and filed. The foregoing Motion was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey,

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“Aye”; and Chairman Skillern, “Aye”. Commissioner Beck was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

**RESOLUTION NO. 214-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS, THE OATHS OF DEPUTY
COUNTY CLERKS, AND THE OATHS OF DEPUTY SHERIFFS.**

Chairman Skillern asked for a motion.

ON MOTION of Commissioner Henry, seconded by Commissioner Bankston, to adopt Resolution No. 214-1. 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 Bankston, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey, “Aye”; and Chairman Skillern, “Aye”. Commissioner Beck was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

TRUSTEE’S EXCESS FEE REPORT

The Trustee’s excess fee report for December 2013 was submitted and made a matter of record.

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TRUSTEE'S MONTHLY REPORT

The Trustee's monthly report for December 2013 was submitted and made a matter of record.

JUVENILE COURT CLERK REPORT

The Juvenile Court Clerk reports for the months of September, October, and November 2013 was submitted and made a matter of record.

CRIMINAL COURT CLERK REPORT

The Criminal Court Clerk reports for the month of December 2013 was submitted and made a matter of record.

ORDER OF DESIGNATION

An order was submitted for the record designating Todd Leamon to sit as the County Mayor's representative on the Planning Commission for the meeting of January 13, 2014.

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Chairman Skillern reported that he, Chairman Pro Tempore Fields, and Legislative Administrator Patricia Moore had interviewed a number of applicants for the position of Commission Legislative Assistant. He announced that Melinda Volker, currently an employee with the Hamilton County Water and Wastewater Treatment Authority (WWTA) had been selected. He stated that Ms. Volker would work out her two week notice with the WWTA, then joining the Commission staff after that period.

Chairman Skillern asked that late item Resolution No. 214-17, be considered at this time.

**RESOLUTION NO. 214-17 A RESOLUTION PLACING THE STAFF OF THE
HAMILTON COUNTY COMMISSION OFFICE UNDER THE HAMILTON COUNTY
PERSONNEL POLICIES**

Chairman Skillern reported that Commissioners should have received a copy of this Resolution by today. He stated that this Resolution would place the Commission office staff under the policies and procedures of the Hamilton County General Government handbook.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 214-17. The foregoing Resolution was unanimously adopted on a

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Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Commissioner Beck was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

RESOLUTION NO. 214-2 A RESOLUTION ACCEPTING THE BID OF FREIGHTLINER OF CHATTANOOGA FOR ONE (1) HIGH TOP VAN AMOUNTING TO \$47,575.00 FOR THE SHERIFF'S DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham, Chairman of the Finance Committee, provided details regarding Resolution No. 214-2. He reported that a \$4,273 match would be provided by the Sheriff's Department Capitol Funds Budget. The remainder would be paid for by a Justice Assistance Grant (JAG).

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 214-2. The motion was not voted on at this time.

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Upon questioning by Commissioner Boyd, Sheriff Hammond reported that the additional \$4,273 was being paid for by the Sheriff's Department because the lowest bid was higher than the amount of funding provided by the JAG grant.

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 Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye".

Commissioner Beck was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

RESOLUTION NO. 214-3 A RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT BETWEEN HAMILTON COUNTY AND FIRST TENNESSEE BANK TO PROVIDE BANKING SERVICES AND LOCK BOX PAYMENT PROCESSING SERVICES FOR THE COUNTY TRUSTEE FOR A PERIOD OF ONE (1) YEAR BEGINNING JUNE 8, 2014 AND AUTHORIZING THE COUNTY TRUSTEE TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham, Chairman of the Finance Committee, provided details regarding Resolution No. 214-3.

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ON MOTION of Commissioner Graham, seconded by Commissioner Henry, to adopt Resolution No. 214-3. 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 Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Commissioner Beck was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

RESOLUTION NO. 214-4 A RESOLUTION ACCEPTING THE BID OF HANEL STORAGE SYSTEMS FOR ONE (1) AUTOMATED STORAGE SYSTEM AMOUNTING TO \$36,925.05 FOR THE ELECTION COMMISSION AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham, Chairman of the Finance Committee, provided details regarding Resolution No. 214-4.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolution No. 214-4. 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 Bankston, "Aye"; Commissioner Boyd, "Aye";

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Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Commissioner Beck was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

RESOLUTION NO. 214-5 A RESOLUTION ACCEPTING THE BIDS OF GRAYBAR ELECTRIC COMPANY, KENDALL ELECTRIC, AND SHIELDS ELECTRONICS SUPPLY, INC. FOR CONTRACT UNIT PRICING, BEGINNING FEBRUARY 5, 2014, THROUGH AUGUST 4, 2014, FOR COMMUNICATIONS CABLE FOR THE TELECOMMUNICATIONS DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

Commissioner Graham, Chairman of the Finance Committee, provided details regarding Resolution No. 214-5.

ON MOTION of Commissioner Graham, seconded by Commissioner Boyd, to adopt Resolution No. 214-5. 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 Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman

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Skillern, "Aye". Commissioner Beck was absent. Total present – 8. Total absent – 1.
Total "Aye" votes – 8. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 214-6 through 214-8 be considered together at this time.

RESOLUTION NO. 214-6 A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF DECEMBER 1, 2013, THROUGH DECEMBER 31, 2013, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 214-7 A RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT BETWEEN HAMILTON COUNTY AND BB&T BANKCARD CORPORATION (D.B.A.BB&T) TO PROVIDE A DEBIT AND CREDIT CARD PAYMENT PROCESSING OPTION FOR COUNTY GENERAL GOVERNMENT AND PARTICIPATING CONSTITUTIONAL OFFICES FOR A PERIOD OF ONE (1) YEAR AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 214-8 A RESOLUTION ACCEPTING THE BID OF DON LEDFORD AUTO PARK FOR MODEL YEAR CONTRACT UNIT PRICING FOR FLEET STAFF SEDANS FOR HAMILTON COUNTY AND TO AUTHORIZE THE

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

Commissioner Graham, Chairman of the Finance Committee, provided details regarding Resolutions No. 214-6 through 214-8. He emphasized that these and all Resolutions had been thoroughly vetted by members of the Commission prior to today's meeting. Each member had individually spoken with County Mayor Coppinger or the appropriate staff member to avoid any appearance of Sunshine Law violations.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolutions No. 214-6 through 214-8. 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 Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Commissioner Beck was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 214-9 A RESOLUTION TO AMEND THE "MASTER LIST OF
ROADS AND SPEED LIMITS" SO AS TO CHANGE THE ROADWAY NAME FOR
THE FOLLOWING DISTRICT ROAD: SNOWY OWL LANE TO SNOWY OWL ROAD.**

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Commissioner Bankston, Chairman of the Roads Committee, provided details regarding Resolution No. 214-9.

ON MOTION of Commissioner Bankston, seconded by Commissioner Fields, to adopt Resolution No. 214-9. 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 Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Commissioner Beck was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

RESOLUTION NO. 214-10 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO INCREASE THE CONTRACT WITH THYSSENKRUPP ELEVATOR CORPORATION FOR INSTALLATION OF A NEW LIGHTING AUTOMATIC SHUT-OFF SYSTEM FOR AN AMOUNT NOT TO EXCEED \$27,902.50 OF PREVIOUSLY BUDGETED FUNDS.

Commissioner Graham, Chairman of the Finance Committee, provided details regarding Resolution No. 214-10.

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ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 214-10. 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 Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Commissioner Beck was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

Chairman Skillern asked that Resolutions No. 214-11 through 214-15 be considered together at this time.

RESOLUTION NO. 214-11 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF A TOBACCO USE PREVENTION PROGRAM, USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$39,700 FOR THE PERIOD BEGINNING APRIL 1, 2014, ENDING MARCH 31, 2015.

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RESOLUTION NO. 214-12 A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF A RAPE PREVENTION EDUCATION PROGRAM USING FUNDS FROM THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH IN THE AMOUNT NOT TO EXCEED \$40,000 FOR THE PERIOD BEGINNING NOVEMBER 1, 2013, ENDING OCTOBER 31, 2014.

RESOLUTION NO. 214-13 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTRACT WITH THE MARCH OF DIMES BIRTH DEFECTS FOUNDATION AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT, FOR THE TIME PERIOD FEBRUARY 14, 2014 THROUGH FEBRUARY 13, 2015 TO RECEIVE THE AMOUNT OF \$20,000 WITH \$10,000 OF THE GRANT FUNDS TO BE ADDED TO THE CURRENT FISCAL YEAR BUDGET AND THE REMAINING \$10,000 FOR FISCAL YEAR 2014 - 2015.

RESOLUTION NO. 214-14 A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN A CONTINUATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH AND HAMILTON COUNTY, TENNESSEE, THE HEALTH SERVICES DIVISION, OPERATING AS THE CHATTANOOGA-HAMILTON COUNTY HEALTH

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DEPARTMENT, FOR THE TIME PERIOD APRIL 1, 2014 – MARCH 31, 2015 IN AN AMOUNT NOT TO EXCEED \$191,800 TO SUPPORT THE MEDICAL CASE MANAGEMENT OF PERSONS INFECTED WITH HIV/AIDS IN HAMILTON COUNTY.

RESOLUTION NO. 214-15 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 CONTRACT WITH THE NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS FOR \$3,500 TO SUPPORT THE MEDICAL RESERVE CORE OF CHATTANOOGA INCREASING BOTH REVENUES AND EXPENSES.

Commissioner Graham, Chairman of the Finance Committee, provided details regarding Resolutions No. 214-11 through 214-15.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolutions No. 214-11 through 214-15. 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 Bankston, “Aye”; Commissioner Boyd, “Aye”; Commissioner Fields, “Aye”; Commissioner Graham, “Aye”; Commissioner Haynes, “Aye”; Commissioner Henry, “Aye”; Commissioner Mackey,

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“Aye”; and Chairman Skillern, “Aye”. Commissioner Beck was absent. Total present – 8. Total absent – 1. Total “Aye” votes – 8. Total “Nay” votes – 0.

**RESOLUTION NO. 214-16 AMENDMENTS TO THE 2013-2014 BOARD OF
EDUCATION BUDGET AS A RESULT OF AN INCREASE IN FUNDING AND THE
RE-ALLOCATION OF PREVIOUSLY APPROVED EXPENSES.**

Commissioner Graham, Chairman of the Finance Committee, provided details regarding Resolution No. 214-16. He cited page 253 of the electronic packet, which was page 2 of the hard-copy Resolution, as a useful summary sheet for the source and use of funds.

Clerk Knowles mentioned that the hard copy didn't have a page 253. It was determined that the hard copy contained the same info, but identified by a different page number.

Chairman Skillern reported that he had received a summary sheet of this information prior to the meeting this morning. He asked that Legislative Administrator Patricia Moore distribute copies of this information to Commissioners and the Clerk's office as a matter of record.

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Christie Jordan, Accounting Director for the Department of Education (HCDE), responded to questioning by Commissioner Boyd regarding various use of funds outlined in the Resolution. She added that this was the method of recording of expenditures that had been dictated by the State of Tennessee.

Commissioner Boyd requested that Ms. Jordan furnish the Commission with an average cost per student that reflected these amendment figures. He stated that if these numbers were not included in the average cost per student, it would not be an accurate figure to convey to his constituents.

ON MOTION of Commissioner Graham, seconded by Commissioner Fields, to adopt Resolution No. 214-16. 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 Bankston, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fields, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Henry, "Aye"; Commissioner Mackey, "Aye"; and Chairman Skillern, "Aye". Commissioner Beck was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

Chairman Skillern stated that this Resolution was a routine item, due to the funding sources HCDE received money from. Because specific figures from federal and

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state government were not always known at the beginning of the budget process, it was at times necessary to estimate what their upcoming funding levels would be.

ANNOUNCEMENTS

Chairman Skillern asked for announcements from members of the Commission.

Commissioner Haynes announced that the Loftis Middle School Cheerleading Team had recently won the National Championship for the second year at the competition held in Dallas, Texas.

Commissioner Haynes also congratulated WTCI's Emily Compton, who recently won the MidSouth regional Emmy award for best community service spot.

Commissioner Haynes recognized Kali Holt, a sophomore at GPS, who was in attendance for today's meeting to learn more about local government.

Commissioner Graham spoke regarding a recent news article that Governor Bill Haslam intended to present a fully-funded Basic Education Plan (BEP) for the school system. He questioned whether anyone was able to provide further information regarding this matter.

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Mayor Coppinger clarified that the news article was regarding BEP 1.0 funding, rather than Hamilton County's request to fully-fund BEP 2.0 funding. He confirmed with HCDE Accounting Director Christie Jordan that funding BEP 1.0 would not result in any additional dollars to Hamilton County.

Mayor Coppinger welcomed Jim Ingram, with EPB, who was attending today's meeting for his son William, who earlier led in the pledge to the flag. He expressed his appreciation to Mr. Ingram for his contributions that had made gigabit internet speeds in Chattanooga possible.

Mayor Coppinger spoke regarding the recent snowy weather event last week experienced throughout Hamilton County and the surrounding areas. He and Chairman Skillern expressed their appreciation to staff with the Public Works division, Emergency Management, Emergency Medical Service, the Sheriff's Department, area volunteer fire departments, and others for their hard work to serve the public during that time.

Commissioner Graham noted that today's meeting was the first time Commission staff member Patricia Moore was serving in the capacity of Legislative Administrator. He welcomed her to that role and looked forward to her continued excellent service in the future.

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DELEGATIONS

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

There being no further business, Chairman Skillern declared the meeting in recess until Wednesday, February 12, 2014 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

_____ WJK
Date Clerk's Initials



Hamilton County Board of Commissioners RESOLUTION

No. [Click here to
enter a number.](#)

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND OATH OF DEPUTY SHERIFF.

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 **OATH OF DEPUTY SHERIFF** have 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 named on the listing labeled **OATH OF DEPUTY SHERIFF** are accepted and the oaths therefor are approved as taken; and
3. 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 PASSAGE.**

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 19, 2014

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

FEBRUARY 19, 2014

NAME	RESIDENCE	BUSINESS
Jacob R. Ables	3617 A Craig Road East Ridge, TN 37412 423-313-4996	SunTrust Bank 3734 St. Elmo Avenue Chattanooga, TN 37409 423-265-1429
Michael S. Allen	1502 Gardenhire Street Signal Mtn., TN 37377 423-503-5870	Election Commission 700 River Terminal Rd. Chattanooga, TN 37406 423-493-5100
Tracy L. Atkins	9047 AL Hwy. 73 Bryant, AL 35958 256-597-2786	Jim Paris , Atty. 620 Lindsay St., Ste. 210 Chattanooga, TN 37403 423-648-7714
L. John Blinn	PO BOX 124 Apison, TN 37302 423-236-4449	Hudson Construction Company 1615 Sholar Avenue Chattanooga, TN 37406 423-624-2631
Dana L. Bolin	149 Debbie Lane Ringgold, GA 30736 423-580-2373	Comtrust Federal Credit Union 1020 Riverfront Parkway Chattanooga, TN 37402 423-752-0219
Carlene S. Bowman	7314 Creek Ridge Drive Harrison, TN 37341 423-344-0998	Aqua Shield, Inc. 2719 Kanasita Drive Hixson, TN 37343 423-870-8888
Sarah R. Campbell	5534 Kenyon Rd. Chattanooga, TN 37416 423-304-0183	CFECU 2011 Stein Drive Chattanooga, TN 37421 423-892-3738
Sabrina Currey	6503 McCall Rd. East Ridge, TN 37412 423-503-2512	William G. Colvin 801 Broad Street, Ste. 428 Chattanooga, TN 37402 423-265-8804
Debbie A. Darling	3211 Ardian Trail Chattanooga, TN 37421 423-432-6544	Dr. Richard W. Brackett 6145 Shallowford Rd., Ste. 102 Chattanooga, TN 37421 423-893-6890
Lucinda L. Dawson	4810 Rolling Meadows Lane Signal Mtn., TN 37377 423-886-5597	Mauldin & Jenkins, LLC. 537 Market Street., Ste. 300 Chattanooga, TN 37402 423-756-6133

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

FEBRUARY 19, 2014

NAME	RESIDENCE	BUSINESS
Shannon DeFriese	321 Hampton Avenue Signal Mtn., TN 37377 423-718-9538	Election Commission 700 River Terminal Rd. Chattanooga, TN 37406 423-493-5100
Tabitha Finch	1208 Belmeade Avenue Chattanooga, TN 37411 423-313-6672	Law Offices of Tabitha Finch 730 Cherry Street, Ste. 100 Chattanooga, TN 37402 423-228-0344
Mark T. Fraker	829 Murrell Rd. Signal Mtn., TN 37377 423-886-9018	CFECU 2011 Stein Drive Chattanooga, TN 37421 423-892-3738
Deborah D. Fuller	1709 Chamberlain Avenue Chattanooga, TN 37404 423-629-9405	UT College of Medicine Chattanooga 975 East Third Street, Box 94 Chattanooga, TN 37403 423-778-7817
Stephen L. Gaston	5308 Oakdale Avenue East Ridge, TN 37412 423-605-6390	Election Commission 700 River Terminal Rd. Chattanooga, TN 37406 423-493-5100
Lois A. Gray	7432 Irongate Drive Hixson, TN 37343 423-595-1990	Alternative Actions, Inc. 7505 Middle Valley Rd., Ste. 113 Hixson, TN 37343 423-843-0773
Margaret M. Grier	3818 Deerfoot Drive Chattanooga, TN 37406 423-899-3208	Retired N/A N/A N/A
Irene Gruter	PO BOX 2166 Hixson, TN 37343 423-591-3244	Chatt. Hamilton County Medical Society 1917 East Thrid Street Chattanooga, TN 37404 423-622-2872
Jennifer A. Gulledege	2511 Mahala Lane Chattanooga, TN 37421 423-779-2650	Mechanical and Electrical Group, LLC. 701 Cherokee Blvd., Ste. 131 Chattanooga, TN 37405 423-624-0202
Kimberly A. Hale	199 Cliff Top Lane Chattanooga, TN 37419 423-822-6998	N/A N/A N/A N/A

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

FEBRUARY 19, 2014

NAME	RESIDENCE	BUSINESS
Wanda Hammer	6107 Dogwood Drive Harrison, TN 37341 423-344-6364	Omnivision, Inc. 6025 Lee Hwy., # 443 Chattanooga, TN 37421 423-499-2927
Rachel N. Harrison	5324 Clemons Rd., Apt. B Chattanooga, TN 37412 423-320-3435	Advanced Check Cash Advance 5611 Ringgold Rd., Ste. 80 Chattanooga, TN 37412 423-894-5551
Linda K. Higgins	5674 Pocket Road Whitwell, TN 37397 423-658-9723	Chambliss 605 Chestnut Street, Ste. 1700 Chattanooga, TN 37450 N/A
Ty Jacobs	6730 Bradley Lane Chattanooga, TN 37341 423-827-9064	Election Commission 700 River Terminal Rd. Chattanooga, TN 37406 423-493-5100
Nanelle L. Jeffries	1714 Skyline Drive Chattanooga, TN 37421 423-855-5699	Patrick, Beard, Schulman & et al, P.C. 537 Market Street, Ste. 202 Chattanooga, TN 37402 423-756-7117
Anita Jinnette	PO BOX 1244 Harrison, TN 37341 423-284-6702	Center for Sports Medicine 2415 McCallie Avenue Chattanooga, TN 37404 423-624-2696
Linda Johnston	410 Frazier Drive Chattanooga, TN 37421 423-894-3374	Signal Crest United Methodist Church 1005 Ridgeway Avenue Signal Mtn., TN 37377 423-886-2330
Patricia S. Kleehammer	305 Horse Creek Drive Chattanooga, TN 37405 423-991-6454	Brock Insurance Agency PO BOX 460 Rossville, GA 30741 706-866-3394
Carl Knight, Jr.	5706 Lyle Cricle Hixson, TN 37343 423-645-4050	Dalewood Middle School 1300 Shallowford Rd. Chattanooga, TN 37411 423-493-0323
Kathleen Leedy	8309 Forest Breeze Drive Harrison, TN 37341 423-468-3195	Weems & Ronan 744 McCallie Ave., Ste. 520 Chattanooga, TN 37403 423-624-1000

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

FEBRUARY 19, 2014

NAME	RESIDENCE	BUSINESS
Joanie R. Love	8511 Maplewood Trail Ooltewah, TN 37363 423-521-4004	Brock & Spencer Benefits 823 Chickamauga Avenue Rossville, GA 30741 706-419-3987
Twila A. Loveless	4717 Briarwood Circle Chattanooga, TN 37416 423-599-4930	Kelly Auto Group 900 Riverfront Parkway Chattanooga, TN 37402 423-490-0181
Jackie Lynn	9948 Falcon Crest Drive Ooltewah, TN 37363 423-827-4561	Northwest Georgia Bank 319 Manufacturers Rd. Chattanooga, TN 37405 423-757-4600
Kendall R. Martin	131 Mtn. Brook Drive Ringgold, GA 30736 423-653-1210	The Hutton Company 736 Cherry Street Chattanooga, TN 37402 423-643-9219
Amy F. Mickel	123 Highwater Road Soddy Daisy, TN 37379 423-332-8293	Attorney Stan Lanzo 744 McCallie Avenue, Ste. 109 Chattanooga, TN 37403 423-265-2434
Lisa Minchew	8973 Fuller Rd. Chattanooga, TN 37421 423-485-1082	Stevens Insurance Associates 7000 Lee Hwy., Ste. 900 Chattanooga, TN 37421 423-894-8821
Susan Sledge Moss	4111 Midwoode Drive Chattanooga, TN 37411 423-624-9025	Silverdale Baptist Church 7236 Bonny Oaks Drive Chattanooga, TN 37411 423-892-2173
Catherine R. Parham	1 Irving Place Lookout Mtn., TN 37350 423-821-3195	Hamilton County Government 625 Georgia Avenue Chattanooga, TN 37402 423-209-6700
Louise Patterson	1102 E. 8th Street Chattanooga, TN 37403 423-756-3513	Election Commission 700 River Terminal Rd. Chattanooga, TN 37406 423-493-5100
Michelle Pollock	6806 Harden Rd. Birchwood, TN 37308 423-344-7091	TVFCU 715 Market Street Chattanooga, TN 37402 423-634-3607

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**FEBRUARY 19, 2014**

NAME	RESIDENCE	BUSINESS
Eugene Richardson	1434 Lolita Lane Chattanooga, TN 37421 423-894-3387	D & E Auto Sales 2860 Hickory Valley Rd. Chattanooga, TN 37421 423-296-0303
Don Richardson	1358 Lolita Lane Chattanooga, TN 37421 423-855-7474	D & E Auto Sales 2860 Hickory Valley Rd. Chattanooga, TN 37421 423-296-0303
Sharon A. Rogers	PO BOX 395 Collegedale, TN 37315 423-396-2921	Southern Adventist University 4881 Taylor Circle Collegedale, TN 37363 423-236-2896
Richard A. Schulman	1804 Crestwood Drive Chattanooga, TN 37415 423-266-3047	Patrick, Beard, Schulman & et al, P.C. 537 Market St., Ste. 202 Chattanooga, TN 37402 423-756-7117
Josh Slycord	5336 Marion Avenue Chattanooga, TN 37412 423-280-0512	TVFCU 715 Market Street Chattanooga, TN 37402 423-634-3551
Elizabeth Southall	1116 Frosty Pike Trail, Apt. 322 Chattanooga, TN 37405 770-862-0233	JDH Company, Inc. 1133 E. Main Street Chattanooga, TN 37408 423-267-7663
Deborah K. Summers	540 Freeman Road Pikeville, TN 37367 423-618-6877	Patrick, Beard, Schulman, & et al, PC. 537 Market Street, Ste. 202 Chattanooga, TN 37402 423-756-7117
Regina Y. Tate	6730 Bradley Lane Chattanooga, TN 37341 423-698-5673	Election Commission 700 River Terminal Rd. Chattanooga, TN 37406 423-493-5100
Tiffany Taylor	1011 Woodfern Trail Hixson, TN 37343 423-847-3646	Brock Insurance Agency PO BOX 460 Rossville, GA 30741 706-866-3394
Jennifer A. Thomas	9217 Villagewood Drive Harrison, TN 37341 770-856-9464	Regions Bank 5515 Brainerd Rd. Chattanooga, TN 37411 423-894-1058

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**FEBRUARY 19, 2014**

NAME	RESIDENCE	BUSINESS
Kitty L. Thompson	9901 Cottage Creek Lane Apison, TN 37302 423-991-6850	First Choice Title, Inc. 9408 Apison Pike, Ste. 182 Ooltewah, TN 37363 423-892-7177
Carmen J. Tolentino	8321 Harvest Oak Lane Chattanooga, TN 37421 423-645-6421	Election Commission 700 River Terminal Rd. Chattanooga, TN 37406 423-493-5100
Rita Trammel	6391 Laramie Circle Chattanooga, TN 37421 423-899-1130	Schultz & Associates, CPA 6310 Bonnie Oaks Drive Chattanooga, TN 37416 423-899-1130
Ademola A. Vaughn	8726 Winterberry Lane Chattanooga, TN 37421 423-468-4512	Hunt Nissan 2121 Chapman Rd. Chattanooga, TN 37421 423-899-2525
Marinus Veltenaar	905 Valewood Drive Signal Mtn., TN 37377 423-505-2189	Acumen Wealth Advisors 535 Chestnut St., Ste. 202 Chattanooga, TN 37402 423-825-4796
Jane H. Webb	3201 Mission View Terrace Chattanooga, TN 37411 423-624-6838	BCBS of TN 1 Cameron Hill Circle Chattanooga, TN 37402 423-535-6352
Jacquelynn Wheeler	1720 Mitchell Avenue Chattanooga, TN 37408 423-313-7327	Hamilton County Circuit Court 625 Georgia Avenue, Rm. 500 Chattanooga, TN 37402 423-209-6700
James M. Wiley	2808 Saint Lawrence Rd. Chattanooga, TN 37421 423-505-9506	Ensign Title & Escrow, Inc. 6139 Preservation Drive, Ste. 2 Chattanooga, TN 37416 423-510-0410
Darlene Williams	7333 McCormick Drive Hixson, TN 37343 423-309-5918	Regional Finance Corp. 5716 Ringgold Rd., Unit 106 Chattanooga, TN 37412 423-296-8301
Kelly T. Woods	503 Appaloosa Drive Tunnel Hill, GA 30755 423-593-2631	Firestop Solutions, LLC. 2106 S. Greenwood Avenue Chattanooga, TN 37404 423-648-5244

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS

FEBRUARY 19, 2014

NAME

RESIDENCE

BUSINESS

Connie C. Woody

1411 O'Grady Drive
Chattanooga, TN 37419
423-821-9873

Brock Insurance Agency, Inc.
823 Chickamauga Avenue
Rossville, GA 30741
706-866-3394

**REPORT FROM THE OFFICE OF THE COUNTY CLERK
TO THE HAMILTON COUNTY COMMISSION
OATH OF DEPUTY SHERIFF
FEBRUARY 19, 2014**

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

<u>NAME</u>	<u>DATE OF OATH</u>
Kyle Allen Day	January 27, 2014

STATE OF TENNESSEE }
Hamilton County } ss.

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

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

Sworn to and subscribed before me this
27 day of January, 2014.

H. L. Knowles.....

By Pat Jones.....

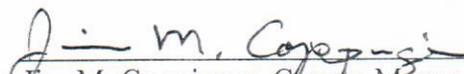
} Kyle Allen Day.....
Kyle Allen Day

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): February 10, 2014.

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 3rd day of February, 2014.


Jim M. Coppinger, County Mayor

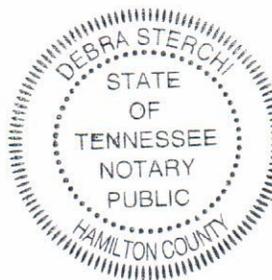
STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 3rd day of February, 2014 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 3rd day of February, 2014..

My Commission
EXPIRES: 2-18-15


Notary Public



Interest Earnings to 12/31/13

Stormwater	1,023.81
County General	149,649.82
Debt Service	539.18
OPEB Trust	91,792.01
Employees Retirement	22,113.05
Teachers Retirement	1.82
Law Library	256.47
Economic Crimes	86.02
Capital Projects	17,718.37
Industrial Development	2,627.63
Riverwalk	3,790.87
Recreation Capital Projects	(105.92)
Self Insurance	6,097.76
Liability Insurance	25,244.89
Hotel Motel	335.13
Juvenile Court Clerk	1,190.46
2010A Recovery Zone Bonds	5,326.54
2010B Taxable Bonds	1,109.57
2010C Recovery Zone E. D. Bonds	330.48
2011 Bond Issue	1,211.25
Criminal Court	371.83
2013A Bond Issue	12,897.98
2013B Refunding Bonds	95.40
Sheriff	5,742.74
Drug Enforcement	1,037.34
TN State Sexual Offenders	77.77
Sheriff's Special Projects	6.37
School	63,452.72
Investment Pool	-
TOTAL	<u><u>414,021.36</u></u>

							CALL - Called Investment		
							CD - Certificate of Deposit		
							FHLB - Federal Home Loan Bank		
							FHLMC-Federal Home Loan Mortgage Corp.		
HAMILTON COUNTY, TENNESSEE							GFB-Government Funds Savings		
REPORT OF INVESTMENT ACTIVITY							INT- Interest		
FOR THE QUARTER ENDED 12/31/13							INV - Invested		
							LGIP - Local Government Investment Pool		
							MAT - Matured		
							WITH - Withdrawal		
									U.S. TREAS.,
DATE	FUND	ACTION	MATURITY	INSTRU- MENT	INTEREST	RATE	FIRST TENNESSEE	LGIP DEPOSIT	AGENCY SECUR. AND CD's
	BALANCE						140,145,303	88	12,000,000
10/2/2013	2013A Bond Issue	WITH		GFB			(1,110,000)		
10/4/2013	Investment Pool	WITH		GFB			(8,000,000)		
10/10/2013	Investment Pool	WITH		GFB			(8,000,000)		
10/11/2013	Investment Pool	WITH		LGIP				(88)	
10/15/2013	Investment Pool	INV		GFB			88		
10/17/2013	Investment Pool	WITH		GFB			(5,000,000)		
10/30/2013	Investment Pool	INT		GFB	35,110.04		35,110		
	2010A Recovery Zone Bonds	INT		GFB	901.86		902		
	2010C Recovery Zone E.D. Bonds	INT		GFB	36.37		36		
	2011 Bond Fund	INT		GFB	110.93		111		
	2013A Bond Issue	INT		GFB	613.23		613		
	2013B Refunding Bonds	INT		GFB	7.32		7		
	Teachers Retirement	INT		GFB	0.18		0.18		
11/14/2013	Investment Pool	WITH		GFB			(8,000,000)		
11/19/2013	2011 Bond Fund	WITH		GFB			(320,000)		
11/20/2013	Investment Pool	INV		GFB			8,500,000		
11/30/2013	Investment Pool	INT		GFB	30,863.54		30,864		
	2010A Recovery Zone Bonds	INT		GFB	843.93		844		

							CALL - Called Investment		
							CD - Certificate of Deposit		
							FHLB - Federal Home Loan Bank		
							FHLMC-Federal Home Loan Mortgage Corp.		
HAMILTON COUNTY, TENNESSEE							GFB-Government Funds Savings		
REPORT OF INVESTMENT ACTIVITY							INT- Interest		
FOR THE QUARTER ENDED 12/31/13							INV - Invested		
							LGIP - Local Government Investment Pool		
							MAT - Matured		
							WITH - Withdrawal		
									U.S. TREAS.,
DATE	FUND	ACTION	MATURITY	INSTRUMENT	INTEREST	RATE	FIRST TENNESSEE	LGIP DEPOSIT	AGENCY SECUR. AND CD's
	2010C Recovery Zone E.D. Bonds	INT		GFB	33.20		33		
	2011 Bond Fund	INT		GFB	70.05		70		
	2013A Bond Issue	INT		GFB	563.88		564		
	2013B Refunding Bonds	INT		GFB	6.68		7		
	Teachers Retirement	INT		GFB	0.17		0.17		
12/3/2013	2013A Bond Issue	WITH		GFB			(315,000)		
12/5/2013	Investment Pool	MAT		CD	27,994.34	0.70			(4,000,000)
	Investment Pool	INV	1 Year	CD		0.43			4,000,000
	Investment Pool	WITH		GFB			(8,000,000)		
12/16/2013	Investment Pool	INV		GFB			58,000,000		
12/23/2013	Investment Pool	INV		GFB			5,000,000		
12/31/2013	Investment Pool	INT		GFB	40,849.50		40,850		
	2010A Recovery Zone Bonds	INT		GFB	902.37		902		
	2010C Recovery Zone E.D. Bonds	INT		GFB	36.39		36		
	2011 Bond Fund	INT		GFB	15.86		16		
	2013A Bond Issue	INT		GFB	515.34		515		
	2013B Refunding Bonds	INT		GFB	7.33		7		
	Teachers Retirement	INT		GFB	0.18		0.18		
	BALANCE						173,011,880	(0)	12,000,000



Hamilton County Board of Commissioners RESOLUTION

No. 214-19

A RESOLUTION TO CONFIRM THE APPOINTMENT OF THREE MEMBERS AND REAPPOINTMENT OF TWO MEMBERS TO THE CHATTANOOGA-HAMILTON COUNTY REGIONAL HEALTH COUNCIL.

WHEREAS, pursuant to Hamilton County Resolutions No. 282-10 and 482-5, certain members of the Chattanooga-Hamilton County Regional Health Council are appointed by the County Mayor and confirmed by the Board of Commissioners; and,

WHEREAS, the County Mayor has appointed Pastor Kevin Adams, Donna Roddy and Sandra Hollett, to the Chattanooga-Hamilton County Regional Health Council, terms beginning February 19, 2014 and expire February 19, 2018; and,

WHEREAS, the County Mayor has reappointed Dr. Deborah Poteet Johnson and Carlos Parra, to the Chattanooga-Hamilton County Regional Health Council, terms beginning February 19, 2014 and expire February 19, 2018; and,

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

That the appointments of Pastor Kevin Adams, Donna Roddy and Sandra Hollett and reappointments of Dr. Deborah Poteet Johnson and Carlos Parra to the Chattanooga-Hamilton County Regional Health Council is hereby confirmed for the terms stated above.

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

February 19, 2014

Date

Pastor Kevin L, Adams, Sr.

Pastor Kevin L. Adams, Sr., visionary and **Senior Pastor** of *Olivet Baptist Church* was called to preach at the age of 8 years old and has been preaching the Gospel for over 35 years. He was the unofficial pastor of Olivet beginning in 1990 when the health of Pastor Robert Richards began to fail. He was formally installed as Pastor of the Olivet Baptist Church in December 1991. He is the successful pastor of Olivet and continues to take this ministry to higher heights for the kingdom of God. In 1991 the congregation began with 300 members and to date has grown to over 5,000 and counting. Pastor Adams' unique anointing, transparency, giving spirit and his clear and bold teaching has not only transformed lives locally, but is making a positive impact internationally and nationwide. Countless people of all ages have been drawn into the Kingdom by his simple, yet extraordinary preaching and teaching style.

Pastor Adams participates as a regular guest of the Trinity Broadcast Network (TBN) both locally and nationally and has appeared on THE WORD Network. He has received numerous awards and accolades from a plethora of civic and religious organizations. A most honored one was an Honorary Doctorate Degree from Saint Thomas Christian College and in 2010 his induction into The Morehouse College Martin Luther King Jr. Board of Preachers. He is the author of the book *Defining Moments*, as well as the *Defining Moments Workbook*. He is the founder of Kevin L. Adams Ministries Inc.; Heal the Land Conference and one of the founding members of the Servant Leadership Council of Pastors and Ministers of Chattanooga, TN.

Pastor Adams is truly a lover of God and a committed student to the Word of God. One of the most endearing characteristics about him is his heart for the people of God. He is honored to have mentors such as Craig Ervin, Dr. Mark Hanby, Bishop Noel Jones and the late Dr. Kelly Varner. He is the son of Ms. Martha Adams and he is married to the beautiful Lady Cynthia Adams and they have three beautiful children, Kevin Jr., Alexis and Kayli.

Pastor Adams quotes: "There are many scriptures that are my favorite, but the one that I strive daily to live by is Matthew 6:33, which simply says: "*Seek ye first the kingdom of God and His righteousness and all these things shall be added unto you.*"

Donna N. Roddy, MSN, RN
On Site Health Educator
BlueCross BlueShield of Tennessee
Chattanooga, Tennessee

Donna Roddy completed nursing school at Baroness Erlanger Hospital in Chattanooga and immediately began her nursing career in 1972. Donna has been a Registered Nurse for more than forty - two years with experiences in home health; hospital; education and administration. Twenty – five years of nursing education and more than thirteen years with managed care experience has diversified my nursing career.

Donna decided to pursue her undergraduate degree in nursing while teaching at Chattanooga State and completed her Bachelor of Science Degree in Nursing at UTC in 1989. She later completed a Master of Science Degree in Nursing Administration from Andrews University in Berrien Springs, Michigan.

In 1997, Donna was appointed by Governors Don Sundquist and Phil Bredesen to serve on the Board of Nursing and served in that capacity for thirteen years. She also served as a committee member of the National Council of State Board of Nursing and board member for the Tennessee Center for Nursing. She currently serves on the following boards: University of Chattanooga Foundation Board of Trustees; Women's Fund of Greater Chattanooga Board; was regularly assigned to attend meetings of the Hamilton County Regional Health Council for Blue Cross/Blue Shield officials, and participates in other community service organizations in leadership roles.

She began employment at BCBST in 2001 after reflecting over an outstanding nursing career. This decision was a career change.

Donna's current responsibilities include providing educational sessions on Wellness to major accounts at BlueCross BlueShield of Tennessee. In addition, Donna is the community liaison for health care services in the Chattanooga area establishing partnerships with external agencies to promote wellness/prevention as well as chair for the cultural competency corporate committee. She also completed the MMDP with AHIP.

Donna is married to Howard Roddy and they have two adult sons and enjoy traveling, and spending time with family and friends, particularly the grandchildren.

Sandra L. Hollett
5112 Hunter Trail
Hixson, TN 37343
(W) 423-697-3813 (H) 423-870-5645

EXPERIENCE:

Chief Executive Officer

Partnership for Families, Children and Adults, Chattanooga, TN 03/06 – Present

-Provide leadership for largest social services organization in Chattanooga helping close to 75,000 people annually. Effectively manage agency resources including 20 programs, 125 diverse staff, 200 volunteers, and a 6.5 million dollar budget. Our services to young women at risk include: family violence continuum, rape crisis center, human trafficking, foster care network, residential group home, building stable lives (neighborhood based life coaching), and more.

- As a member of the Florence Crittenton network, coordinated local collaborative partnership with Girls Inc, Signal Centers, Northside Neighborhood House to bring *Career Quest* to young women in our community. *Career Quest* is gender responsive life planner and career exploration/job readiness curriculum.

Developed strategic growth by innovative program design and successfully pursued funding for new high impact programs: *Building Stable Lives, Family Financial Counseling, Career Quest, Family Connections Supervised Visitation Center, Vocare for Widow, and Vocare for Youth.*

-Established agency endowment, planned giving program and fund development plan. Engaged and generated new foundation financial support and new individual donor support. Created new signature friend and fund raiser for agency and last year this event netted \$180,000.

Executive Director

5/01 – 03/06

Catholic Social Services, Atlanta, GA

- Took over leadership reigns of Agency in crisis. Stabilized Agency, rebuilt infrastructure and developed strategic growth. Results: New services, cohesive staff team, financial growth and high quality services.

- Set accreditation goal, implemented standards, brought along services, staff and Board to achieve first time accreditation by the Council on Accreditation.

Director of Operations

Catholic Charities Maine, Falmouth, ME

8/94-5/01

- Provided operational leadership as a member of Senior Executive Team to diverse range of social service programs throughout Maine. Administrative oversight of fifteen programs with total budget of \$12 million.

- Facilitated integration of the entire Agency's systems' and provided trouble-shooting as needed to ensure quality services.

Assistant Vice President, Support Services

Brighton Medical Center, Portland, ME

10/89-8/94

Director of Materials Management

Brighton Medical Center, Portland, ME

6/82-10/89

EDUCATION:

Master of Science in Business Administration

Husson College, Bangor, ME

Bachelor of Science in Business Administration

University of Maine, Portland, ME

PROFESSIONAL:

Council on Accreditation Peer Reviewer since 1997

Council on Accreditation Team Leader since 2012

University of Tennessee Institutional Review Board Reviewer

Mark Making Board of Directors

Special Transit Services Board of Directors

Chattanooga Rotary Downtown Club member

International: Consulted on site with social service and family violence organizations in Trnava and Bratislava, Slovakia in collaboration with Bryan College, Trnava University and Chattanooga Rotary



Hamilton County Board of Commissioners RESOLUTION

No. 214-20

A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW CHEVROLET FOR MODEL YEAR CONTRACT UNIT PRICING FOR MARKED POLICE PURSUIT SEDANS FOR HAMILTON COUNTY 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 model year marked police pursuit sedans; and,

WHEREAS, the bid from Mountain View Chevrolet amounting to \$20,954.00 was considered to be the lowest and best bid received; and,

WHEREAS, this contract pricing for fleet vehicles will expedite the ordering of County marked police pursuit sedans; and,

WHEREAS, there are sufficient previously budgeted funds available to the requisitioning departments.

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

That the bid of Mountain View Chevrolet for contract unit pricing for marked police pursuit sedans for Hamilton County is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contacts 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

February 19, 2014

Date

DETAILED BID SPECIFICATIONS AND BID RESPONSE FORM

I. DETAILED BID SPECIFICATIONS – Police Pursuit Vehicles

Items found in this section set forth the County’s minimum expectations for the Police Pursuit Vehicles sought through this bid document. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed vehicle meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column.

Note: *If quoting more than one make/model of vehicle, a separate vendor / manufacturers’ specification sheet must be provided for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Air Bags: Driver side & passenger front and side impact air bags with passive restraint system.			
Air Conditioner: Factory installed system, designed to prevent component damage due to high speed driving.			
Alternator: 170 amp minimum output capacity of heavy-duty design, capable of surviving patrol car operation.			
Antifreeze: Protection to a minimum of -30 degrees F.			
Battery: 12 volt, maintenance free with at least 750 cold cranking amps.			
Cigarette Lighter: Located on the instrument panel, wired independently of the ignition system or auxiliary power outlets.			
Bumper: Standard Bumper			
Cooling System: Maximum available, factory installed, for engine, transmission and power steering.			
Engine Size: Six (6) or Eight (8) cylinder flex-fuel, manufactured and recommended for police package.			
Traction Control: Required			
Gas Tank: Minimum seventeen (17) gallons			
Gasoline: Vehicle to be delivered with a minimum of ½ tank.			

Bid #1213-082: Fleet Vehicle Specifications
Hamilton County, TN

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Gauges: Manufacturer’s police pursuit gauge/indicator package located in instrument panel.			
Wiring Provisions: Manufacturer’s standard wiring features that comply to the electrical requirements of these specifications accepted.			
Glass: All glass shall be heat absorbing (tinted) type, factory installed.			
Headlights: High and low beam composite halogen headlights; No daytime running lights.			
Hood: Inside head latch release.			
Keys & Locks: Four (4) sets and two (2) remotes to be furnished with each car, with each unit having different key codes.			
Lights: In addition to the stock interior lighting there will be a large interior dome light with an on/off switch on the light. Trunk compartment lights to be controlled by mercury or equal type switches.			
Mirrors: Interior rear view-day/night type, outside left and right hand door remote/electrically controlled.			
Police Radio Noise and Electrical Systems: Will be equipped with noise suppression package, to include factory auxiliary wiring harness.			
Door Locks: Remote keyless entry. Power door lock, controlled from driver’s door with passenger lock out.			
Power Seats: Driver’s side power seat. Lumbar control – can be manual.			
Power Windows: Power windows, controlled from driver’s door. Also will have window lock switch at driver control (making rear window inoperable).			
Sound System: AM/FM Stereo with clock (factory standard equipment).			
Rear Window Defogger: Required			
Speedometer: Calibrated to within +/- 3MPH accuracy. Increments of 2 MPH. 0-140 MPH scale minimum, calibrated digital acceptable.			

Bid #1213-082: Fleet Vehicle Specifications
Hamilton County, TN

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Seats & Upholstery: Front bucket with cloth upholstery. Rear seat vinyl. Heavy duty construction designed for rugged police use. Upholstery blue or black in color.			
Interior Floor: Interior matting will be heavy duty rubber front and rear.			
Trunk Mats: Rugged trunk mat offered on police package models.			
Suspension: Heavy-duty shocks, front and rear. Rated for high speed pursuit. Stabilizer bars front and rear (police package type).			
Steering: Power rack and pinion steering. High Speed Rated.			
Steering Wheel: Tilt with anti-slip surface, factory installed.			
Tires: Speed rated radials or equal. Michigan State Specifications, rated at 147 MPH.			
Tools: Wheel wrench and heavy-duty jack.			
Transmission: Minimum five (5) speed with manufacturer recommended auxiliary transmission cooler.			
Drive Train: Multiple drive trains to be considered: Front, Rear or All Wheel Drive.			
Trunk Release: Remote release operational only when the switch is in the (on) position with outside key. Control to be located convenient to driver (not in glove box).			
Theft Deterrent System: Required			
Warranty: Manufacturer’s Warranty for 60 months (5 year) or 100,000 miles, whichever comes first. Warranty must coincide with service date, not delivery date.			
Wheel Base: Minimum 110 inch wheel base. Minimum 195 inch overall length.			
Wheels: 17” with heavy duty construction designed for police use. Compact Spare tire.			
Wheel Covers: Bolt on hubcaps.			
Windshield Wipers: Multiple speed electric w/intermittent speed control.			
Cruise Control: Electronic with set and resume.			
Decals/Emblems: No dealer decals or emblems shall be placed on car.			

Bid #1213-082: Fleet Vehicle Specifications
Hamilton County, TN

SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Spotlight: Factory installed on driver’s side.			
Key Codes: Ignition and trunk key codes are to be furnished on invoice.			
Pre-delivery Services: A service check of systems required prior to delivery.			
Vehicle and Body Side Molding Color: All White or all Black for base bid			
Color Option: Black w/White Top (to be priced separately below).			
Include Manufacturer’s warranty information			
Include Manufacturer’s vehicle spec sheet with bid			
Terms for payment			

Vehicle Purchase Estimate: Thirty (30) Marked Police Pursuit Vehicles

Questions concerning the product specifications for police vehicles should be directed to:

**Sgt. Mark Williams
Hamilton County Sheriff’s Department
(423)209-8900 or (423)443-2573**

Questions concerning bid procedures should be directed to:

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

II. PRICING

Use additional spaces if needed for additional models.

DRIVE TRAIN	MAKE/MODEL	BASE PRICE	OPTION PRICE	DELIVERY
Front Wheel Drive				
Rear Wheel Drive				
All Wheel Drive				

Bid #1213-082: Fleet Vehicle Specifications
Hamilton County, TN

BID SUBMITTED BY:

Company Name: _____

Contact Name: _____

Contact Title: _____

Contact Phone: _____

AUTHORIZATION TO BIND

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, Title VI /EEO Officer
Telephone: 423.209.6146
Fax: 423.209.6145
Email: TitleVI@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. **WARRANTIES:** All warranty information must be furnished.
37. **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 1213-082 - Log
Vehicle Contract**

12/19/2013 8:59 AM Eastern

Bids Due Date/Time: 1/08/2014 10:30:00 AM Eastern

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

Bids Due: 1/08/2014 10:30:00 AM Eastern

Message Summary

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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
12/19/2013 8:59:34AM	Eastern	Linda Chumbler	1213-082 - Vehicle Contract	Invitation	Please click on the above solicitation number to access bid documents.	169	0

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Please run the attached ad on December 19, 2013, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for 2014 model year Police Pursuit Vehicles and Staff Vehicles will be opened at 10:30 AM (ET) on January 8, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing



Sheriff's Fleet Vehicle Contract
January 8, 2014

Purchasing Department
10:30 A.M.

Vendor/Vehicle Info:	Chrysler Dodge Jeep Ram of Columbia	Country Ford	Allan Vigii Ford Lincoln	Ted Russell Ford	Mtn. View Chevrolet (HC)	Village Volkswagen of Chattanooga (HC)	Don Ledford Auto Park	Don Ledford Auto Park	Prater Ford, Inc.	Golden Circle Ford	Sam Swope Auto Group	Mtn. View Ford (HC)	Wade Ford Inc.	Russell Barnett Dodge	Beaman Auto Group
Police Vehicles:															
Front Wheel Drive V6	N/B	\$23,137.81	\$22,797.00	\$22,176.00	\$20,954.00	N/B	\$21,191.00	N/B	\$22,826.00	\$22,560.81	N/B	\$22,520.00	\$22,845.00	N/B	\$23,080.00
w/option		\$23,486.81	\$23,452.00	\$23,245.00	\$21,381.50		\$21,591.00		\$23,001.00	\$22,930.81		\$22,940.00	\$23,215.00		\$23,875.00
Make/Model		Ford PI	Ford PI	Ford P2L	Chev. Impala PPV		Chev. Impala		Ford PI	Ford PI		Ford PI	Ford PI		Ford/P2L
Rear Wheel Drive V6	\$21,910.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$21,998.00	N/B	N/B	\$22,280.00	\$21,580.00
w/option	\$22,560.00										\$22,400.00			\$22,555.00	\$22,375.00
Make/Model	Dodge Charger										Dodge Charger			Dodge Charger	Dodge Charger
Rear Wheel Drive V8	\$23,078.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$23,448.00	N/B
w/option	\$23,728.00													\$23,723.00	
Make/Model	Dodge Charger													Dodge Charger	
All Wheel Drive V6	N/B	\$24,138.81	\$23,798.00	\$23,356.00	N/B	N/B	N/B	N/B	\$23,827.00	\$23,561.81	N/B	\$23,620.00	\$23,846.00	N/B	\$24,091.00
w/option		\$24,487.81	\$24,453.00	\$24,425.00					\$24,002.00	\$23,931.81		\$24,040.00	\$24,216.00		\$24,886.00
Make/Model		Ford PI	Ford PI	Ford P2M					Ford PI	Ford PI		Ford PI	Ford PI		Ford/P2M
All Wheel Drive V8	\$24,478.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$24,808.00
w/option	\$25,128.00														\$25,603.00
Make/Model	Dodge Charger														Dodge Charger
Delivery:	60-80 days	45-60 days		?	10-12 wks	5-7 days	6-10 wks.	6-10 wks	12-14 wks	60-90 days	90-140 days	12-14 wks	?	45-60 days	90 days
Terms:	Net 30	Net 30	Net 30	30 days	C.O.D.	Net 30	Net 30	Net 30	C.O.D.	Net 30	Net 30	C.O.D.	Net 30	C.O.D.	Net 30

Request For Bids:	
Newspaper Ad:	12/19/2013
Vendor Notification:	169
Vendor Response:	14
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners

RESOLUTION

No. 214-21

A RESOLUTION ACCEPTING THE PROPOSAL OF APPLIED TECHNOLOGY PARTNERS TN, LLC FOR LIDAR EQUIPMENT FOR THE HAMILTON COUNTY SHERIFF'S OFFICE TO BE USED FOR THE PURPOSE OF SPEED REDUCTION OVER POSTED SPEED LIMITS IN THE HAMILTON COUNTY AREA 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 the supply, implementation and management / continuing performance of a hand-held officer-operated speed photo enforcement program for the Hamilton County Sheriff's Office; and,

WHEREAS, "LIDAR" is an innovative, laser sensing technology that can collect data from various traffic violations including the speed, video and photos of vehicles while the camera is being manually operated by a deputy; and,

WHEREAS, this LIDAR technology will provide for greater officer and driver safety on the roads and allow for more effective speed enforcement in dangerous areas, sub-divisions and school zones; and,

WHEREAS, the funding for the purchase of this equipment will be supplied through tickets issued in the amount of fifty dollars (\$50) of which twenty-five dollars (\$25) will be retained by the respective vendor and twenty-five dollars (\$25) will be submitted to the Hamilton County General Fund, and that this program will operate at no cost to Hamilton County taxpayers; and,

WHEREAS, the twenty-five dollars (\$25) forwarded to the "General Fund" of Hamilton County will be split between the Hamilton County "General Fund" and the "Driver's Education Program" of the Hamilton County Department of Education; and,

WHEREAS, funding for "Driver's Education Programs" has been shown to reduce both accidents and fatalities within high-school age demographics and will give the county's young drivers the opportunity to learn uniform, proven defensive driving techniques while utilizing common sense and responsibility for their actions.

WHEREAS, the proposal from Applied Technology Partners TN, LLC was the only proposal received, but said proposal is deemed reasonable.

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

That the Hamilton County Commission will allow the Sheriff's Office to acquire LIDAR equipment at no cost for the purposes of traffic and speed reduction and funding both the "General Fund" and the "Driver's Education Program" for students in Hamilton County and that the proposal from Applied Technology Partners TN, LLC for LIDAR Photo Speed Enforcement Services for the Hamilton County Sheriff's Office 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

February 19, 2014

Date



Hamilton County, Tennessee On-Line Bid Administration System

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Solicitation 0813-021 - Log

Lidar Photo Speed Enforcement Services

Bids Due Date/Time: 10/03/2013 2:30:00 PM Eastern

9/06/2013 8:30 AM Eastern

Visible to Vendors: Currently Visible | [Hide](#) **Bids Due:** 10/03/2013 2:30:00 PM Eastern

Message Summary

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Document Detail

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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
9/06/2013 8:30:47AM	Eastern	Linda Chumbler	0813-021 - Lidar Photo Speed Enforcement Services	Invitation	Please click on the above solicitation number to access proposal documents.	257	0

For assistance, please contact [Technical Support](#).

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Please run the attached advertisement in the Legal Ads of the Chattanooga Times/Free Press on Friday, September 6, 2013, as follows:

REQUEST FOR PROPOSAL:

Hamilton County, Tennessee is soliciting proposals from qualified vendors for the supply, implementation and management of a hand –held officer operated speed photo enforcement program. Specifications are available by contacting the Purchasing Department at 423-209-6350 or at www.hamiltontn.gov/purchasing. Proposals will be received in the office of the Hamilton County Purchasing Director, at 455 North Highland Park Avenue, Chattanooga, TN 37404, before 2:30 p.m. (Eastern) on October 3, 2013.

Gail B. Roppo
Director of Purchasing





Hamilton County Board of Commissioners RESOLUTION

No. 214-22

A RESOLUTION ACCEPTING THE BID OF DELL MARKETING, LP FOR KACE VIRTUAL APPLIANCES AMOUNTING TO \$94,043.31 FOR THE INFORMATION TECHNOLOGY 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 KACE K1000 series Systems Management Virtual Appliance and KACE K2000 series Systems Deployment Virtual Appliance with licensing and support for the Information Technology Services Department; and,

WHEREAS, the bid from Dell Marketing, LP amounting to \$94,043.31 was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available to the requisitioning department.

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

That the bid of Dell Marketing, LP for KACE Virtual Appliances amounting to \$94,043.31 for the Information Technology 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

February 19, 2014

Date

BID SPECIFICATIONS

1. STATEMENT OF INTENT

Hamilton County, Tennessee is soliciting sealed bids for a Dell KACE K1000 series Systems Management Virtual Appliance and a Dell KACE K2000 series Systems Deployment Virtual Appliance with licensing for a total of 1500 nodes each and support as per the included specifications.

2. BID SUBMISSIONS REQUIREMENTS

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 2:00 p.m. (ET) on January 28, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "Bid# 0114-089: Dell KACE Systems". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

Note: Important delivery / mailing instructions.

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. 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 must be received in the Purchasing Department by the specified deadline.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid # 0114-089: Dell KACE Systems	Bid # 0114-089: Dell KACE Systems
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

3. COMPLETION OF THE ATTACHED BID RESPONSE FORM

Submit your bid as specified on the attached "Detailed Bid Specifications and Bid Response Form". Any exceptions taken to the specifications for any unit should be clearly set forth in the bid response. All questions must be answered. **Vendor must submit a detailed product sheet with their bid.**

4. COMPLETION OF THE AUTHORIZATION TO BIND FORM

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

Bid#0114-089: Dell KACE Systems
Hamilton County, Tennessee

5. CONTACTS

Questions concerning bid specifications should be directed to:

Mr. Vaughn Hamilton
Hamilton County ITS Department
(423) 209-6268
vaughnh@hamiltontn.gov

Questions concerning bid procedures should be directed to:

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

6. ATTACHMENTS

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

DETAILED BID SPECIFICATIONS AND BID RESPONSE FORM

I. DETAILED BID SPECIFICATIONS

Items found in this section set forth the County’s minimum expectations for the Dell KACE systems sought through this bid document. System appliances to include 5 year support package. Each item listed below must be included in your bid.

A. Configuration Specifications

Product Description: Dell KACE K1000 series Systems Management Virtual Appliance with 1500 nodes and five (5) year support.

SPECIFICATIONS- MUST MEET OR EXCEED	QTY	PART NUMBER	COMMENTS
KACE VK1100S virtual systems management appliance TAA, with 100 nodes (225-3575)	1		
KACE, Non-Returnable Product, Informational SKU only (331-8214)	1		
No Support Services provided by Dell (993-4690)	1		
ProSupport: Software Support & Maintenance for up to 100 Nodes, 5 Years (938-3306)	1		
On-Site Installation Declined (900-9997)	1		
KACE Enterprise Jumpstart (973-4326)	1		
K/VK/ADV 1x00S,ADD 1 Node (331-8448)	1400		
ProSupport:Software Support & Maintenance for Each Additional Node, 5 Years (938-3316)	1400		
Jumpstart eKcellence Pack Training Follow-up Post after training completion (973-4337)	1		
Jumpstart eKcellence Pack K1 Software Distribution Basics (973-4329)	1		
Jumpstart eKcellence Pack K1 Service Desk Basic (973-4328)	1		
Jumpstart eKcellence Pack K1 Patch Management Dell Updates (973-4330)	1		

Bid#0114-089: Dell KACE Systems
Hamilton County, Tennessee

SPECIFICATIONS- MUST MEET OR EXCEED	QTY	PART NUMBER	COMMENTS
Jumpstart eKcellence Pack K1 License Compliance Metering (973-4333)	1		
Jumpstart eKcellence Pack K1 Service Desk Advanced Requires Basic (973-4334)	1		
Total Bid Price for KACE Virtual Systems Management Appliance			\$ _____

B. Configuration Specifications

Product Description: Dell KACE K2000 series Systems Deployment Virtual Appliance with 1500 nodes and five (5) year support.

SPECIFICATIONS- MUST MEET OR EXCEED	QTY	PART NUMBER	COMMENTS
KACE VK2100S virtual systems deployment appliance TAA, with 100 nodes (225-3613)	1		
KACE, Non-Returnable Product, Informational SKU only (331-8214)	1		
No Support Services provided by Dell (993-4690)	1		
ProSupport: Software Support & Maintenance for up to 100 Nodes, 5 Years (939-1226)	1		
KACE Enterprise Jumpstart (973-4326)	1		
KACE2100,NODE, Add 1 (331-0457)	1400		
ProSupport:Software Support & Maintenance for Each Additional Node, 5 Years (939-1236)	1400		
Jumpstart eKcellence Pack Training Follow-up Post after training completion (973-4337)	1		
Jumpstart eKcellence Pack, K2, User State Migration Tool USMT (973-4341)	1		

SPECIFICATIONS- MUST MEET OR EXCEED	QTY	PART NUMBER	COMMENTS
Jumpstart eKcellence Pack, K2, Custom Driver Feed (973-4340)	1		
Jumpstart eKcellence Pack, K2, Boot Environment Customization (973-4344)	1		
Jumpstart eKcellence Pack, K2, Advanced Sysprep (973-4345)	1		
Jumpstart eKcellence Pack, K2, Remote Site Appliance (973-4339)	1		
Total Bid Price for Dell KACE K2000 series Systems Deployment Virtual Appliance:			\$ _____

II. PRICING

A. Price for KACE K1000 Systems Management Virtual Appliance: _____

B. Price for KACE K2000 Systems Deployment Virtual Appliance: _____

C. Total Bid Price (A+B) Both Systems: _____

BID SUBMITTED BY:

Company Name: _____

Contact Name: _____

Contact Title: _____

Contact Phone: _____

AUTHORIZATION TO BIND

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

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, Title VI /EEO Officer
Telephone: 423.209.6146
Fax: 423.209.6145
Email: TitleVI@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. **WARRANTIES:** All warranty information must be furnished.
37. **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 0114-089 - Log
KACE Virtual Appliances

1/17/2014 8:19 AM Eastern

Bids Due Date/Time: 1/28/2014 2:00:00 PM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 1/28/2014 2:00:00 PM Eastern
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1/17/2014 8:19:34AM	Eastern	Linda Chumbler	0114-089 - KACE Virtual Appliances	Invitation	Please click on the above solicitation number to access bid documents.	394	5

For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2014 E-Bid Systems, Inc. All rights reserved.

Please run the attached ad on January 17, 2014, in the legal notices.

LEGAL NOTICE

Bids for KACE Virtual Appliances with licenses and support will be opened at 2:00 PM (ET) on January 28, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing



KACE Virtual Appliances
January 28, 2014

ITS Department
2:00 P.M.

Vendors:	Dell	Thomas	Advizex
	Marketing	Consultants	Technologies
	LP	Inc.	
Total Bid Price:	\$94,043.31	\$184,611.25	\$195,472.51
Delivery:	2 days ARO	15 days	2.5 weeks
Terms:	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	1/17/2014
Vendor Notification:	394
Vendor Response:	3
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners

RESOLUTION

No. 214-23

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO A CONTRACT WITH THE ATLANTIC GROUP, LLC. TO PROVIDE HAMILTON COUNTY WITH GEOGRAPHIC INFORMATION SYSTEM COLOR AND COLOR INFRARED DIGITAL ORTHOPHOTOGRAPHY FOR HAMILTON COUNTY AT A COST OF \$148,213.11 AND TO AMEND THE HAMILTON COUNTY PARTNERSHIP BUDGET BY ADDING \$98,213.11 TO REVENUE AND \$98,213.11 TO EXPENDITURES.

- WHEREAS, Hamilton County entered into a Partnership, Hamilton County Geographic Information System Partnership, via Resolution 206-25 with other area governments, quasi-governmental agencies and utilities to maintain a current Geographic Information System; and
- WHEREAS, Geographic Information System Data Acquisition is a designated Professional Service; and
- WHEREAS, The proposal from The Atlantic Group, LLC. is considered to be appropriately priced and provides the services required; and
- WHEREAS, Partial funding of \$48,213.11 for this contract will be provided by the Hamilton County Geographic Information System Partnership; and
- WHEREAS, The balance of this cost (\$100,000) will be borne on a 50/50 basis between the City of Chattanooga and Hamilton County; and
- WHEREAS, 50% of the revenues of the GIS Department which result from the data acquired from this project shall be earmarked to maintain this GIS data; and
- WHEREAS, Hamilton County's portion, \$50,000, has already been budgeted; and
- WHEREAS, The Hamilton County Partnership budget will need to be amended by adding \$98,213.11 to Revenue and Expenditures; and
- WHEREAS, It is in the best interest of Hamilton County that this resolution become effective only upon the passage of a resolution by the City of Chattanooga authorizing their share of these expenses.

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

That the County Mayor be authorized to enter into a contract with The Atlantic Group, LLC. to provide Hamilton County with complete Color and Color Infrared Digital Orthophotography at a cost of \$148,213.11 and to amend the Hamilton County Partnership Budget by adding \$98,213.11 to Revenue and \$98,213.11 to Expenditures subject to the conditions outlined above.

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

February 19, 2014

Date

CONTRACTUAL AGREEMENT
TERMS AND CONDITIONS

Between

Hamilton County, Tennessee

And

The Atlantic Group, LLC

Countywide Digital Color and Color Infrared Orthophotography

THIS CONTRACTUAL AGREEMENT, made this ____ day of _____ 2014 by and between **Hamilton County, Tennessee**, located at 1250 Market St, Chattanooga, TN 37402 hereinafter referred to as the "County", and **The Atlantic Group, LLC**, located at 2223 Drake Avenue SW, Suite 200, Huntsville, Alabama 35805, hereinafter referred to as the "Contractor".

WITNESSETH THAT:

WHEREAS, the County desires to engage the Contractor to render certain professional services and deliver certain materials hereinafter described; and WHEREAS, the Contractor represents that it is qualified, willing and able to provide the professional services and deliver the requested materials to the County according to the attached Scope of Work and the terms of this Contractual Agreement; it is therefore agreed and understood that:

THE SCOPE OF CONTRACTUAL AGREEMENT:

Contractor shall furnish and pay for all labor, supervision, tools, technical capability, transportation, materials and supplies (except those materials and supplies which County hereinafter agrees to furnish) and all other items or accessories necessary for Contractor to perform and accomplish the Work described in the Attachments, or as set forth in the Work Offer.

If Contractor has any questions regarding the intent or meaning of contract documents, Contractor must provide written notice of its questions to the County Representative and shall not proceed with Work without receiving a written interpretation. All interpretations by the County Representative shall be final and binding on Contractor. If Contractor proceeds without providing such written notice of questions and without such written interpretation, Contractor does so at its own risk and without liability to the County.

CONTRACT TERM:

This Agreement shall commence on _____ ("Effective Date"). The term of the Agreement shall continue for a term of one (1) year from its Effective Date, unless terminated by either party giving at least thirty (30) days prior written notice to the other party. Contractor may not terminate this Agreement as to any particular project upon which a Task Order has been commenced.

CONTRACT NOTICE TO PROCEED:

The project shall be started within seven (7) business days of written authorization to proceed.

ATTACHMENTS TO THE CONTRACT:

Attachment A: Scope of Work

1. GENERAL TERMS AND CONDITIONS

1.1 CONTRACTOR:

The Contractor is and shall at all times be an Independent Contractor to the County during performance under this Contract and at no time shall be considered an agent, servant, or partner of County. All persons employed by Contractor to perform its obligations under the Contract shall be its employees or servants and not the employees, servants, or agents of County.

All work conducted for a project shall be performed within the boundaries of the United States. Under no circumstances shall it be permitted to send any information associated with the performance of a contract to destinations outside of this country. The use of offshore labor or non US citizens in performance of any aspect of a project or work performed in the United States by a company that in any way is owned or partly owned or managed by a non-United States Citizen must be considered on a case-by-case basis and advance approval requested from the County. Contractor agrees to preserve and protect the rights of the Parties hereto in the provision of any goods or services to be performed under any purchase orders associated with this Contract.

1.2 TITLE TO GOODS AND SERVICES - RISK OF LOSS:

A. Except as may otherwise be provided herein, County shall acquire title to each and every of the goods and services to be provided by Contractor in this Contract. Contractor warrants that it has good and marketable title to each and every product of such goods and services and that they are and shall be free of and from any claims, liens, charges or encumbrances of any kind. Title to such goods and services shall pass to County upon receipt and acceptance at the place or places designated herein.

B. The risk of loss to such goods and services shall pass to County upon delivery to the County at the delivery point specified in this Contract.

1.3 INSPECTION AND ACCEPTANCE:

A. Contractor shall inspect and test as indicated in the Project Work Plan and maintain records and a system thereof. Contractor will provide inspection and acceptance details in the Initial Project Kick-Off Meeting.

B. County, its representatives, or Client may from time to time wish to view Contractor's performance under the Contract or conduct tests or inspections. Contractor agrees to cooperate fully with such activities and to allow reasonable access to its facilities at all reasonable times for these purposes.

C. Any inspections, tests, review, or comments by County, its representatives, or Client shall in no way relieve Contractor of any of its obligations in the Contract, unless otherwise expressly provided herein and then only to the extent provided.

D. If any of the goods and services does not conform to the requirements of this Contract, County may, within fourteen (14) days of receipt, reject any or all of the goods and services. If the County has not rejected the goods and services within fourteen (14) days of receipt thereof the goods and services shall be deemed to be accepted. Rejected goods may, at the option of County, be held for Contractor's disposition instructions or returned to Contractor. Any approval or acceptance by County of part of the goods and services shall not relieve Contractor of its obligations. No act of payment by County shall be considered an approval or acceptance of any or all of the goods and services.

1.4 WARRANTIES/GUARANTEES:

A. Contractor warrants that the goods and services to be provided herein shall: be new and of the best quality where no quality is specified; conform to the requirements of the Contract and any specifications

or drawings incorporated herein; and be free from defects in workmanship, materials, and design, where design is the responsibility of Contractor.

B. If at any time prior to the expiration of NINETY (90) DAYS from the date of the acceptance of the goods or services provided by Contractor, the goods or services, or any part thereof, do not in any way conform to the requirements of the Contract, then upon Notice to Contractor by County within a reasonable period of time after the discovery thereof, Contractor shall promptly repair, replace, correct or re-perform such defective goods or services to the satisfaction of and at no cost to County.

C. This sole and limited warranty is in lieu of all other warranties, guarantees or representations, whether express or implied, with respect to the goods and services, including but not limited to, those relating to merchantability or fitness for a particular purpose or function and whether arising out of statute, law, equity, course of dealing, usage of trade or otherwise. In no event shall Contractor be liable for any consequential losses or damage including loss of profit, data, use, or capital, by County, arising here from.

1.5 REPORTS AND MEETINGS:

Contractor shall furnish County with reports and attend meetings when and as reasonably recommended by the Contractor and/or required by County.

1.6 CHANGES – SUSPENSION:

A. County by Notice through its authorized representative shall at all times have the right to: make changes (Change) hereto including, but not limited to, the goods or services to be provided, the time, place, or method of delivery, design, specifications, or drawings; or suspend performance by Contractor (Suspension) herein, whereupon Contractor shall promptly comply with such Suspension as required, place no further orders or subcontracts, make all reasonable efforts to obtain suspension terms favorable to County, and use its personnel and facilities so as to minimize costs associated with the Suspension.

B. If Contractor believes any instruction, interpretation, or decision by County affects its performance obligations herein and should be considered a Change, it may within ten (10) working days of receipt thereof, give written Notice to County's authorized representative of the effect upon Contractor's performance obligations. Receipt of such Notice by County or acquiescence thereto shall not be construed as a Change. In no event shall any instruction, interpretation or decision by County that results from an error, mistake, or omission of Contractor in the provision of goods or services herein be considered as a Change.

C. If any Change or Suspension results in an alteration to the cost of or time required for Contractor performance herein, an equitable adjustment will be made and the Contract amended accordingly. Contractor shall continue performance of its obligations herein during the period of Change or Suspension until such equitable adjustment is made. In no event shall any alteration, modification or other change to the Contract have effect or be binding upon either party unless in writing and signed by both parties.

D. If County fails to make payments to Contractor in accordance with the terms of this Contract, Contractor may suspend performance hereunder until all amounts owing have been paid.

1.7 TERMINATION:

A. County may at any time and without cause, upon thirty (30) days Notice to Contractor, terminate all or a portion of the Contract. Rights and obligations of the parties which may have accrued or arisen to the time of termination shall not be affected thereby. Contractor shall be paid for all work delivered and accepted in accordance with the Contract, the fully burdened cost of any work not completed or delivered up until the time of termination and reasonable costs of terminating the work plus overheads and a reasonable profit thereon.

B. Upon default by either party of any material term, condition, covenant or agreement to the contract, and upon mutual failure to cure such default within thirty (30) days of written notice thereof, either party may terminate all or a portion of this Contract. Contractor shall be paid for all work delivered to and accepted by County prior to the termination. Deemed acts of default by either party shall include but not be limited to: Entity ceasing to carry on its business in the ordinary course; or, insolvency or bankruptcy of either party, or the making of a general assignment for the benefit of creditors; or, an order of receivership, or for the liquidation; or, the appointment of a Custodian, Receiver or Manager or similar person in respect thereof.

1.8 FORCE MAJEURE / EXCUSABLE DELAYS:

A party hereto shall not be in default under the Contract from any failure to perform hereunder if such failure arises from causes beyond the control of and without the fault or negligence of such party. Such causes include but are not limited to: acts of God or of the public enemy; acts of Government in either its sovereign or contractual capacity (including but not limited to export/import control); fire; flood; strike; epidemic; quarantine restrictions; freight embargo; or unusually severe weather. The affected party shall immediately give Notice to the other, including all relevant information available, that any such actual or potential cause is delaying or threatens to delay the timely performance of the Contract.

1.9 COMPLIANCE WITH LAW:

Contractor shall comply with applicable federal, state or municipal laws and regulations.

1.10 CONFIDENTIAL INFORMATION:

A. Both parties agree to:

receive and maintain as proprietary and confidential, any Confidential Information of the other party; and to protect same from disclosure to others or from use, by itself or others, for any purpose inconsistent with this Contract without the prior written consent of the providing party.

Confidential Information shall include information or property falling within the scope of a party's patents, copyright, trade secrets, technical data, know-how, or business information conveyed in written, graphic or other permanent tangible form; or if oral, if promptly reduced to a permanent tangible form, and shall also include all information received by a party under an obligation of secrecy or confidentiality, but shall not include information which:

was already known to the receiving Party without an obligation of secrecy at the time of disclosure under this Contract; or is lawfully in the public domain at the time of disclosure under this Contract, or becomes lawfully within the public domain but only after such time; or after disclosure is lawfully obtained by the receiving party from another source without restriction on disclosure.

B. The provisions contained within this Article, shall survive termination of the Contract for any reason whatsoever for ten (10) years from the effective date of this Contract.

1.11 INDEMNITY FOR PATENT INFRINGEMENT

Contractor shall defend, indemnify and save harmless County or its Client from and against all damages, costs and expenses, including attorneys' fees and costs either may sustain, pay, or incur as a result of any cause, action, suit, proceeding or claim brought against County or its Client as a result of the sale or use of the goods or services provided by Contractor under this Contract. County will provide Contractor with timely written Notice of any such claim, and will co-operate fully with Contractor in furtherance of Contractor obligations herein. Contractor obligations herein shall not apply to County-provided designs or specifications.

1.12 LIABILITY AND INDEMNIFICATION:

To the extent allowed by the Tennessee Governmental Tort Liability Act (T.C.A. Section 29-20-101 *et seq.*),

A. Contractor shall indemnify and save harmless County from and against all manner of actions, proceedings, claims, demands, losses, costs, damages, and expenses whatsoever which may be brought or made against, or which County may sustain, pay or incur, as a result of or in connection with the performance or non-performance of the Contract in whole or in part by Contractor, whether in contract, tort or otherwise.

B. County shall provide Contractor with timely written Notice of any such claim, and will provide all relevant information and co-operate fully with Contractor in furtherance of Contractor's obligation herein.

C. In no event shall Contractor be liable for loss of profits, loss of revenue, special, indirect, or consequential damages.

D. Notwithstanding any other provisions of this Contract, Contractor's liability under this contract shall be limited to the lesser of the amount paid under this Contract or one million dollars (\$1,000,000.00).

1.13 LIABILITY AND INSURANCE

1) Commercial General Liability Insurance - \$1M per occurrence limit for bodily injury and property damage including contractual liability, independent contractors, broad form property, premises/operations, products/completed operations and personal injury.

2) Workers' Compensation and Employer's Liability Insurance – Workers' Compensation with statutory limits as required by Tennessee law and should also carry Employer's Liability coverage with limits of \$1M per accident.

3) Professional Liability Insurance – a minimum of \$1M per occurrence.

4) Aircraft Liability Insurance – a minimum of \$1M per occurrence for bodily injury and property damage arising out of the use and operation of aircraft for this project.

5) Business Auto Liability Insurance - \$1M per accident for bodily injury and property damage including owned/leased autos, non-owned autos and hired autos.

As always, Hamilton County Government should be listed as an additional insured on the liability insurance policies listed above. The insurance coverage should be placed with Tennessee admitted insurance companies rated B+10 or better by the A.M. Best's Rating Guide or as approved by the County's Risk Manager. There should be a 30-day cancellation notice from the Contractor prior to expiration of any of the above-referenced coverages associated with this project. This should all be evidenced by a signed certificate of insurance from the vendor's broker and maintained current throughout the term of the agreement."

1.14 NOTICES:

Any notice or communication pertaining to this Contractual Agreement shall be deemed to have been duly given by the parties hereto if sent to the other by registered or express mail or facsimile to the address hereinafter stated, or to other address as mutually agreed.

COUNTY REPRESENTATIVE

Kristen Johnsey
GIS Manager
Hamilton County
1250 Market Street
Chattanooga, TN 37402
Phone: (423) 209-7763
Email: KristenJ@HamiltonTN.gov

CONTRACTOR REPRESENTATIVE

Steve Denney, CP
Chief Executive Officer
The Atlantic Group, LLC (Atlantic)
2223 Drake Ave SW, Suite 200
Huntsville, AL 35805
Phone: (256) 971-9991
Email: rsdenney@theatlgrp.com

1.15 DISPUTES:

In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. Where the parties are unable to resolve the dispute, either party may by notice setting out the particulars of the dispute, refer the matter to the senior management of the parties. If senior management cannot resolve the dispute within thirty (30) days of the Notice of Dispute the dispute shall be referred to arbitration. Any such arbitration will be submitted to a Third Party Arbitrator for resolution. The parties agree to be bound by the decision of the arbitrator. The costs of the arbitration shall be apportioned between the parties, or against one or more of the parties, as the arbitrator may decide.

1.16 WAIVER:

Waiver by either party of the strict performance of any term, condition, covenant, or agreement in the Contract shall not of itself constitute a waiver of or abrogate such term, condition, covenant or agreement, nor be a waiver of any subsequent breach of same, or of any other term, condition, covenant or agreement.

1.17 HEADINGS:

Headings to any of the provisions of the Contract are for convenience only and shall not have the effect of modifying, amending, or altering any provision of the Contract.

1.18 SEVERABILITY:

If any provision of the Contract is held to be invalid in whole or in part, the remainder of the Contract or of such provision, as the case may be, and the application thereof, shall not be affected thereby.

1.19 LAW OF CONTRACT:

The laws of the State of Tennessee shall govern the legal obligations of the parties and the interpretation of the Contract.

1.20 ASSIGNMENT:

Neither the Contract nor any obligations contained herein may be assigned, or otherwise transferred in whole or in part by Contractor without the prior written consent of County. Such consent shall not be unreasonably withheld.

1.21 REPRESENTATIVES, SUCCESSORS AND ASSIGNS:

Each and every provision contained in this Contract on the part of either party shall apply to and ensure to the benefit of and bind their respective legal representatives, successors and assigns.

1.22 TAXES/DUTY:

Unless expressly included herein, prices for goods and services are exclusive of all sales, use and like taxes, value, value added, or business transfer taxes, customs or import/export duties and excise taxes; and any such taxes or duties required by law shall be paid by the County.

1.23 PUBLICITY:

Both parties acknowledges and accept that the other Party's name shall not be disclosed for purposes of advertising, including but not limited to press releases, brochures, photographic coverage, or verbal announcements concerning this Contract and/or any subsequent agreement, without the express written permission of the other party.

Both the Tennessee Open Records Act and the Tennessee Open Meetings Act prevent the County from agreeing not to disclose the identity of the Contractor as provided. Since this would be approved in an open meeting of the County Commission, full disclosure would require that the Contractor's name be included in all documentation and in the discussions before the County Commission.

1.24 OWNERSHIP:

A. All items developed and delivered as a result of Attachment A under this AGREEMENT shall become the property of the County.

B. All written material prepared as a result of Attachment A under this AGREEMENT shall become the property of the County.

C. CONTRACTOR agrees that the public domain product or services developed in accordance with this AGREEMENT and the scope of work will not be marketed to other commercial sources.

2. PAYMENT TERMS:

2.1 LIMITATION OF EXPENDITURE:

County shall not be obliged under this agreement to reimburse Contractor in excess of the firm fixed price noted in the Attachments. However, should the County request work that is beyond the scope of services outlined herein, the Contractor will provide the County with a new Scope of Work with an estimate of cost for the additional requested services (task orders). The Contractor will proceed with additional work only upon receipt of written authorization from the County.

2.2 BILLING:

The Contractor may secure payment for a percentage complete on a monthly work-in-progress basis or for the full amount of monies allocated to individual tasks or milestones by submitting to the County the following:

A. A dated invoice showing the amount of the claimed payment with a brief description of the work complete for the amount being claimed. Invoices may be submitted on a monthly percent complete basis or as individual tasks or milestones are completed. Invoices may be sent by email, fax or U.S. Postal Service regular mail.

County will have fourteen (14) days from receipt of Contractor's invoice to notify Contractor of any discrepancies in such invoice. Contractor's invoice will be deemed approved by County if Contractor is not notified by County of a discrepancy within the fourteen (14) day period.

B. Invoices will reflect a ten (10%) percent retainage to be paid within 60 days of final delivery.

2.3 PAYMENT:

The County will make prompt payments to the **Contractor** following receipt of the items described in Attachment A.

- A. Unless otherwise noted in this agreement, the County shall pay within thirty (30) days of receipt of all payment claims submitted by the Contractor, meeting all of the above requirements, and not formally disputed by the County within the timeframe noted above. All payment claims not paid within thirty (30) days or disputed by the County may be considered overdue by the Contractor and shall bear a monthly charge of 1% on the unpaid amount until paid. The County shall not use the dispute of one payment claim as a reason for disputing or not paying on time any other payment claim, unless the disputed claim materially affects the usability of any other part, portion or phase of the work contemplated by this Contractual Agreement.

3. ENTIRETY OF CONTRACT:

The terms and conditions of the Contractual Agreement and any document specifically incorporated herein by reference, if any, constitute the entire Contractual Agreement between the parties. No prior communications, whether written or oral, nor any course of prior dealings between the parties shall be read into such Contractual Agreement for purposes of construction, interpretation or any other purpose whatsoever.

Should there be a conflict between the County’s Request For Proposal, the Contractor’s Response to the County’s RFP, and this final Agreement, then the terms of the RFP, followed by the Contractor’s Response, should take priority over the final Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument and Exhibits to be executed by themselves or their duly authorized officers or agents hereunto the day and year first written on this Agreement.

Hamilton County, Tennessee

BY: _____

TITLE: _____

ATTEST:

DATE: _____

The Atlantic Group, LLC

BY: _____

TITLE: _____

WITNESS:

DATE: _____

ATTACHMENT A

1. SCOPE OF WORK (SOW):

1.1 PROJECT AREA

The project area covers the entire County to include a total coverage area of 575.7 square miles (Attachment B).

1.2 GENERAL PROJECT REQUIREMENTS:

The Contractor will provide the County with color and color infrared digital orthophotography at 0.5 GSD pixel resolution.

1.3 TECHNICAL REQUIREMENTS:

A. ACCURACY:

Deliverables will meet or exceed ASPRS Class1 Standards for (1"=100') large scale mapping.

B. IMAGERY ACQUISITION:

The digital imagery acquisition will take place between February 2014 and March 2014. The imagery will be acquired at approximately 4,300 feet above ground level (AGL). The flight plan has been optimally designed to support the unique terrain surrounding the County. The flight plan consists of 51 flight lines with 5,804 images.

Imagery will be acquired with an on-board Airborne GPS/IMU and supported by the Tennessee Department of Transportation CORS network with COOP CORS network as a backup. The CORS Sites used in the project plan are:

- TN21 (TDOT CORS)
- TN22 (TDOT CORS)
- MWRX (COOP CORS)
- CUBC (COOP CORS)

C. GROUND CONTROL:

The Contractor will recover/establish sufficient horizontal and vertical ground control to serve as supplemental ground control to support Airborne GPS for imagery and map production. The twenty (20) selected ground control points may be either unique photo identifiable (PID) features or temporary bench mark (TBM) locations marked with rebar/cap or PK nail and paneled. The ground control points that are paneled will be of a material that is white, reflective and easy to identify on the imagery. The panel legs will be 10 ft. long and the material will be 2 ft. wide. The panels will be in the shape of a chevron with the control point located at the inside angle of the chevron. All panels will be retrieved once the imagery has been acquired.

The Contractor survey personnel will acquire coordinates for each ground control point utilizing survey grade Leica GPS instruments. Using an OPUS solution, each control point will be occupied a minimum of 20 minutes.

D. AERIAL TRIANGULATION:

Fully analytical aerial triangulation will be performed using Intergraph's Image Station Aerial Triangulation (ISAT) program in conjunction with the developed ground control and processed Airborne GPS/IMU/CORS data.

E. SURFACE DATA:

The Contractor will utilize the existing LiDAR surface data in support of the digital orthophotography production. The LiDAR surface will be supplemented with Image Station Automated Elevation (ISAE) to

ATTACHMENT A

update any areas of significant change. The ISAE data will only support the orthophotography; therefore, will not be a deliverable product.

Contractor will use the County base mapping (transportation and hydrography features) to develop breaklines to support orthophotography development.

F. ORTHORECTIFICATIONS:

Contractor will rectify the digital imagery to the County surface and will provide full tile coverage for the entire project area, including the tiles that intersect the County Boundary. Orthophotography will be provided in both color (Red, Green, Blue), color infrared (CIR), 0.5 ft. GSD, 8 bit and tiff format tiled to the County provided 100 Scale index.

1.4 CONTRACT DELIVERABLES:

At the conclusion of this project and as a condition of its completion, Contractor shall deliver to the County the following deliverables:

- Field Survey Ground Control Report
- Digital Aerial Triangulation Report
- Provide one pilot area and four (4) separate delivery areas in increments as determined by the County. See Attachment B.
- 100 Scale Color Orthophotography with a 0.5 ft. GSD, 24 bit (8 bit per band) in Tiff/TFW format
- 100 Scale CIR Orthophotography with a 0.5 ft. GSD, 8 bit in Tiff/TFW format
- 100 Scale Color Orthophotography with a 0.5 ft. GSD, 24 bit (8 bit per band) in MrSID mg3 format 10:1 compression
- 100 Scale CIR Orthophotography with a 0.5 ft. GSD, 8 bit in MrSID mg3 format 10:1 compression

2. PROJECT SCHEDULE:

Contractor will provide four (4) separate delivery areas in increments as determined by the County (Attachment B).

- | | |
|---|--------------------------------------|
| ▪ Deliverable 1: Post Processed Imagery | Delivered incrementally as acquired. |
| ▪ Deliverable 2: Pilot Area | 75 days from the last day of flight |
| ▪ Deliverable 3: Delivery Area One | 105 days from the last day of flight |
| ▪ Deliverable 4: Delivery Area Two | 135 days from the last day of flight |
| ▪ Deliverable 5: Delivery Area Three | 165 days from the last day of flight |
| ▪ Deliverable 6: Delivery Area Four | 180 days from the last day of flight |
| ▪ Survey and AT Reports | 180 days from last day of flight |

Note: The above schedule may be accelerated at the discretion of the Contractor. Incremental delivery dates are subject to change based on the outcome of the evaluation of existing County surface data. County will review Deliverable 2: Pilot Area within 10 days of receipt from Contractor.

ATTACHMENT A

3. CONTRACTOR'S COMPENSATION:

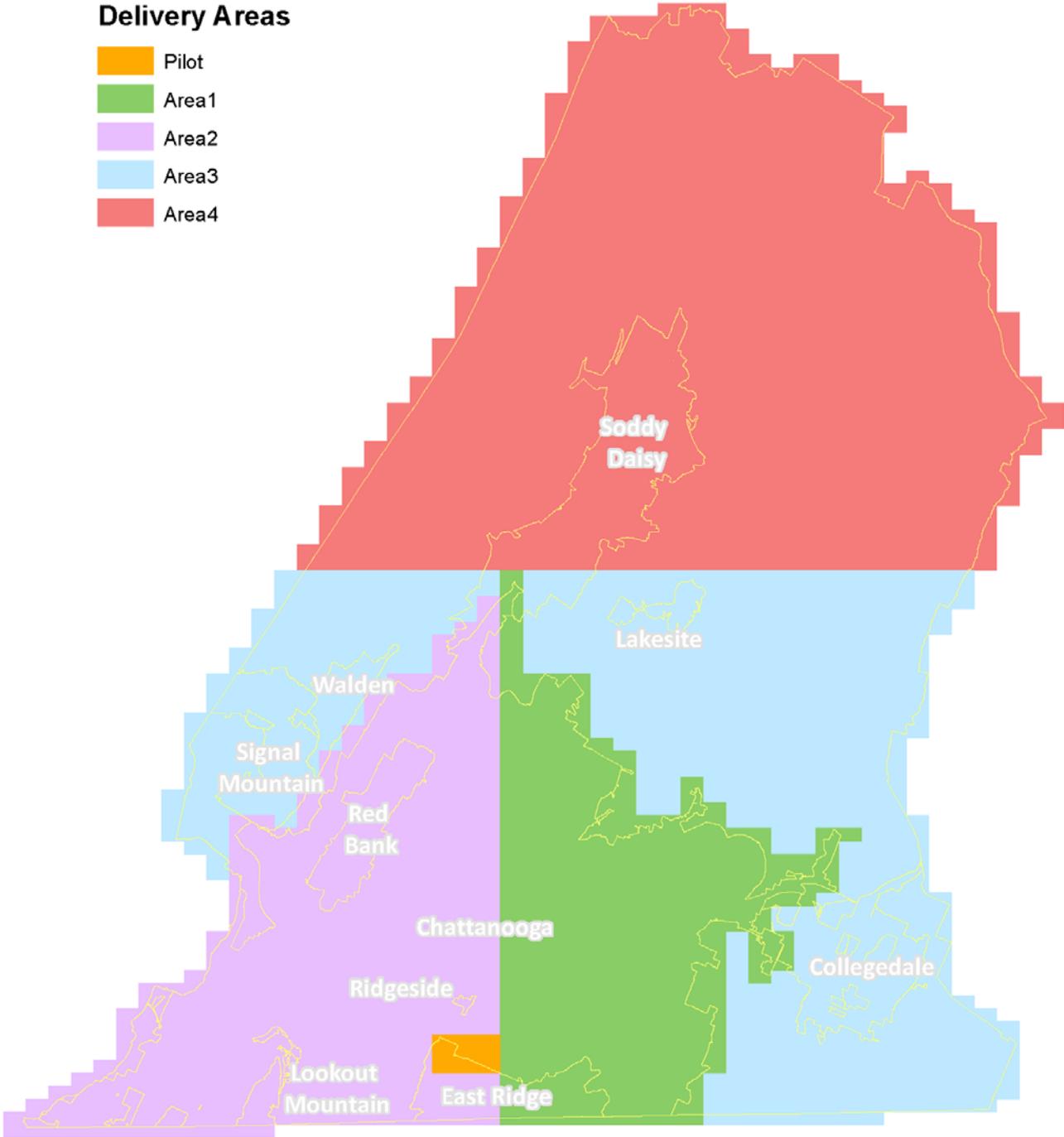
The **FIRM FIXED PRICE** for the Work, exclusive of any modifications to the services as stated in this Attachment (A), is **One Hundred Forty Eight Thousand, Two Hundred Thirteen and 11/100 Dollars (\$148,213.11)** excluding any sales, use, value added or similar taxes.

Payment shall be made in accordance with the provisions of the contractual Payment Terms.

Attachment B

Delivery Areas

- Pilot
- Area1
- Area2
- Area3
- Area4





Hamilton County Board of Commissioners RESOLUTION

No. 214-24

A RESOLUTION ACCEPTING THE UNIT PRICE BID OF SHIELDS ELECTRONICS FOR BOGEN EQUIPMENT FOR THE PERIOD BEGINNING FEBRUARY 19, 2014 THROUGH FEBRUARY 18, 2015, WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL ONE YEAR TERM FOR THE TELECOMMUNICATIONS OFFICE 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 Bogen Equipment for the Telecommunications Office; and,

WHEREAS, the unit price bid from Shields Electronics was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available for various projects.

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

That the unit price bid of Shields Electronics for Bogen Equipment for the period beginning February 19, 2014 through February 18, 2015, with the option to renew for one (1) additional one year term for the Telecommunications Office is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 19, 2014

Date

1.0 General

Hamilton County Government is accepting sealed bids for unit pricing for selected Bogen Quantum equipment. Proof of Bogen Quantum factory-trained engineering and support certification is required and should be submitted as part of the bid package. The selected vendor will be required to assist in the design and implementation of individual systems, and provide ongoing support of the Bogen Quantum product at no additional charge to the County. The contract period will be from February 19, 2014 through February 18, 2015, with the option to renew for one (1) additional one-year term. All prices must remain fixed during this contract period. Materials will be purchased for different 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. All questions regarding this bid should be directed to Susan Holcomb, Telecommunications Department, at 423-209-6220 or FAX at 423-209-6224. Office hours are 8:00 a.m. to 4:00 p.m. ET, Monday through Friday. Questions concerning bid procedures should be directed to Linda Chumbler, Purchasing Department at 423-209-6353.

The package containing **the original and one (1) complete copy** of the bid must be sealed and clearly marked 'BID FOR BOGEN QUANTUM EQUIPMENT' on the outside of the package. Additionally, an entire copy of your bid package on CD in PDF format must be included. Any package shipped by common carrier (FedEx, UPS or hand carried) should be delivered to: **Hamilton County Government, Gail B. Roppo, Director of Purchasing, 455 North Highland Park Avenue, Chattanooga, TN 37404. Any bids mailed via United States Postal Service should be sent to: Hamilton County Government, Gail B. Roppo, Director of Purchasing, 117 East 7th Street, Chattanooga, TN 37402 (see attached delivery/ mailing instructions).**

Sealed bids will be accepted before **10:30 A.M Eastern Time , Wednesday, January 22, 2014**, at which time they will be publicly opened. Bids received after that time will be deemed invalid and remained unopened. 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 materials being bid will be used during major construction projects and various other communications projects for Hamilton County 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 February 19, 2014 through February 18, 2015.

1.3 Shipping

All material must be shipped prepaid to the designated County warehouse facility for storage and/or distribution. All shipping and freight charges are the responsibility of the vendor and shall not be added to invoices sent to Hamilton County for payment.

1.4 Guaranteed Delivery

Hamilton County will place multiple orders for various items based on the needs and schedule of a particular project. Vendors will be given a ten-day period from the award of the bid before delivery of the first order of materials. After the initial ten-day period, delivery must be guaranteed to the County's warehouse facility within 24 hours after subsequent orders are placed. **Vendor must have adequate inventory of all components on-hand to properly support the County's installed Quantum systems.**

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 may result in cancellation of this contract and the remainder of the materials ordered will go to the vendor submitting the second best bid.

Vendors must furnish Hamilton County with an emergency contact name and number if materials are required after hours in order to meet construction deadlines.

1.5 Warranty

The manufacturer must provide a warranty on all materials for a minimum of **two years**. Failure to identify any limitations or special conditions may 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 materials for the two-year period following the delivery of the materials at no cost to the County.

Manufacturers that place conditions upon extended warranties based on the installation method used by any contractor working on a Hamilton County project must agree to do an on-site inspection prior to completion of the project.

Manufacturers that place conditions upon extended warranties based on required training and certification of the technicians doing the installation must submit a proposal to provide the required training. Cable installation will be performed by both outside contractors and the County's in-house technicians. Proposals for required training must include specific locations, time schedules, and associated costs.

Hamilton County will require a specified warranty period from all outside contractors regarding the workmanship and testing of all installed materials.

1.6 Payment

Hamilton County expects to place multiple orders based on the pricing included in the accepted bid package. Only the specific amounts ordered, per purchase order, should be invoiced by the vendor. Vendors may submit invoices for payment only on items that have been received by Hamilton County. Payment will be made upon receipt of the invoice for each individual order. Vendors are encouraged to include in this bid package procedures for returning unused or damaged materials.

EQUIPMENT SPECIFICATIONS

Hamilton County reserves the right to accept only items from manufacturers' that are listed in order to standardize the materials used during this contract period. Only the following list of specific manufacturer's products will be considered acceptable for this bid.

After evaluation of all sections of this bid document, warranty, shipping, the general bid requirements, including design, implementation services, ongoing support and the unit prices, 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 design of new construction projects and the cabling of other existing buildings scheduled within the next year. 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 may be used to submit unit pricing or vendors are free to submit their bid on an alternate worksheet, as long as items are in the same order as they are on worksheet provided. 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.

Each vendor is responsible for providing the correct part number for each item listed. If the part number on the attached form is incorrect, please correct the form and attach the manufacturer's spec sheet with the correct information.

AUTHORIZATION TO BIND

By signing this bid, 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 bid for Hamilton County's consideration. Further, I am authorized to bind my company to the responses and pricing in these bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

ESTIMATED QUANTITY	ITEM / DESCRIPTION	UNIT COST
50	TB8 Bogen Tile Bridge for 8" Ceiling Speakers	
10	SPT5A Bogen 5 Watt 70 Volt Paging Horn Indoor	
5	SPT-15A Bogen 15 Watt Horn	
10	CS1EZ Bogen EZ Design 1 Watt Ceiling Speaker w/Volume Control	
10	SM1EZ Bogen EZ Ceiling Speaker 1 watt with Volume Control	
50	S86T725PG8WVR Bogen Ceiling Speaker 25/70 Volt with Volume Control, White	
10	RE-84 Bogen Back Box for S86 style ceiling speaker	
10	VSR1 Bogen Vandal resistant speaker	
100	CA10A Call In Switch	
50	MB8TSLVR Metal Speaker w/ Volume control	
20	ATP10 Emergency by-pass attenuator	
15	WMT1A Line matching transformer	
3	HTA125A Power Amp 125 Watts	
5	V150 Vector Amp 150 Watts	
5	TEL1S Tel-In card for vector amps	
3	QSPC1 Quantum Processor Card	
6	V60 Vector Amp 60 Watt	
25	RPK87 Vector Amp rack mounting kit	
100	CA15C call buttons	
5	MCDS4 Quantum Admin Phone	
5	MCWD Wall Display Unit	
5	WDBB Surface Mount Box for MCWD	
5	PCMPS2 Power Supply for MCWD	
5	MCTCA Quantum Telephone System Interface	
20	2522 Connector Kits	
150	CSD1X2 Ceiling tile Speaker, 1X2, Plenum Rated	
20	CSD1X2/VR Ceiling tile Speaker, 1X2, Plenum Rated w/Volume Control	
20	CSD2X2 Ceiling tile Speaker, 2X2, Plenum Rated	
20	CSD2X2/VR Ceiling tile Speaker, 2X2, Plenum Rated w/Volume Control	
20	A6TB NEAR A6 Speaker, Black	
20	A6TW Near A6 Speaker, White	
10	A8TB NEAR A8 Speaker, Black	
10	A8TW Near A8 Speaker, White	
5	V35 Vector Amp 35 watts	
5	V100 Vector Amp 100 watts	
5	V250 Vector Amp 250 watts	
2	ANS1R Ambient noise Sensor	

ESTIMATED QUANTITY	ITEM / DESCRIPTION	UNIT COST
6	OPS1B NEAR Orbit Pendant Speaker	
6	OPS1W Near Orbit Pendant Speaker White	
2	M300 M-Class Amplifier 600 watts Mono	
2	QSR120 Quantum 120 Port Intercom System in 42" Rack	
1	QSR144 Quantum 144 Port Intercom System in 61" Rack	
1	QSR168 Quantum 168 Port Intercom System in 61" Rack	
1	QSR192 Quantum 192 Port Intercom System in 61" Rack	
1	QSR216 Quantum 216 Port Intercom System in 61" Rack	
5	QCR24 Quantum 24 Port Intercom System	
1	QSR240 Quantum 240 Port Intercom System in 61' Rack	
4	QCR48 Quantum Intercom System 48 Ports	
2	QSR72 Quantum 72 Port Intercom System in 42" Rack	
2	QSR96 Quantum 96 Port Intercom System in 42" Rack	
1	CRC Compack Rack Chassis with Card Cage, cooling fan (no grille)	
1	QSPC1GC Quantum processor card QSPC1 and QSGC1 Quantum grille	
1	QSPC1GR Quantum processor card QSPC1 and QSGR1 Quantum grille	
3	KFLDS30T Wide Pattern Horn Speaker, 30 Watts	
12	HFCS1LP NEAR Orbit Ceiling Speaker	
12	TBCR HFCS1P Tile Bridge	
12	CK10 HFCS1P Secure Cable Kit	
5	CDR1 CD Player/Receiver	
10	TBL1S Transformer Balanced Input Card	
5	MIC1S Microphone Input Module	
5	MIC2S Microphone Screw Terminal Input Mdule	
5	MIC2X Microphone XLR Input Module	
1	TL156 Hand Tool for Connectors	
1	TNG1S Tone Generator Module	
1	MAX1R Mono Auxilliary Module	
1	RIO1S Relay/Input/Output Module	
6	MB8TSQ SQ MTL Enclosure, 8" 4W Transformer	
6	MB8TSQVR SQ MTL Enclosure,8" 4W Tranformer w/VR	
24	MB8TSL 8" speaker slant front Bogen	
6	BAL2S Bogen balanced input card for amplifiers	
6	SPS2410 12-24 VDC Power Supply	
6	SPS2425 12-24 VDC Power Supply	
6	SPS245412-24 VDC Power Supply	
6	MCOC Connector Card Assembly for Bogen	

ESTIMATED QUANTITY	ITEM / DESCRIPTION	UNIT COST
6	MCOCA 12 inch cable for Bogen system	
5	RK78 Rack Kit for CD1R	
10	ELK 912B Heavy Duty 12-24 VDC Relay	
5	HSES10 (pkgs of 10)	
3	MCACB Station card	



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, Title VI /EEO Officer
Telephone: 423.209.6146
Fax: 423.209.6145
Email: TitleVI@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. **WARRANTIES:** All warranty information must be furnished.
37. **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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Role: Client

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 - Questions
 - Bidders
 - Bids
 - Log

**Solicitation 0114-084 - Log
Bogen Equipment Contract**

1/08/2014 7:37 AM Eastern

Bids Due Date/Time: 1/22/2014 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 1/22/2014 10:30:00 AM Eastern
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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>
1/08/2014 7:35:59AM	Eastern	Linda Chumbler	<u>0114-084 - Bogen Equipment Contract</u>	<u>Invitation</u>	Please click on the above solicitation number to access bid documents.	656	34

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Please run the attached ad on January 8, 2014, in the legal notices.

LEGAL NOTICE

Bids for contract unit pricing for Bogen Equipment will be opened at 10:30 AM (ET) on January 22, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing



ESTIMATED QUANTITY	ITEM / DESCRIPTION	RECOMMENDED	
		GRAYBAR ELECTRIC Chattanooga, TN	SHIELDS ELECTRONICS SUPPLY INC. Chattanooga, TN
50	TB8 Bogen Tile Bridge for 8" Ceiling Speakers	5.44	4.70
10	SPT5A Bogen 5 Watt 70 Volt Paging Horn Indoor	53.77	34.96
5	SPT-15A Bogen 15 Watt Horn	69.67	58.60
10	CS1EZ Bogen EZ Design 1 Watt Ceiling Speaker w/Volume Control	28.23	24.40
10	SM1EZ Bogen EZ Ceiling Speaker 1 watt with Volume Control	37.36	32.27
50	S86T725PG8WVR Bogen Ceiling Speaker 25/70 Volt with Volume Control, White	25.22	22.15
10	RE-84 Bogen Back Box for S86 style ceiling speaker	8.92	7.73
10	VSR1 Bogen Vandal resistant speaker	no bid	58.02
100	CA10A Call In Switch	19.51	16.91
50	MB8TSLVR Metal Speaker w/ Volume control	45.64	39.50
20	ATP10 Emergency by-pass attenuator	32.64	27.17
15	WMT1A Line matching transformer	26.56	23.00
3	HTA125A Power Amp 125 Watts	486.47	464.00
5	V150 Vector Amp 150 Watts	449.56	429.00
5	TEL1S Tel-In card for vector amps	no bid	50.25
3	QSPC1 Quantum Processor Card	no bid	3,171.00
6	V60 Vector Amp 60 Watt	381.14	364.00
25	RPK87 Vector Amp rack mounting kit	26.81	23.20
100	CA15C call buttons	no bid	13.25
5	MCDS4 Quantum Admin Phone	no bid	514.40
5	MCWD Wall Display Unit	no bid	549.00
5	WDBB Surface Mount Box for MCWD	no bid	53.75
5	PCMPS2 Power Supply for MCWD	27.76	28.85
5	MCTCA Quantum Telephone System Interface	no bid	527.45
20	2522 Connector Kits	20.38	17.60
150	CSD1X2 Ceiling tile Speaker, 1X2, Plenum Rated	44.88	38.50
20	CSD1X2/VR Ceiling tile Speaker, 1X2, Plenum Rated w/Volume Control	49.63	42.90
20	CSD2X2 Ceiling tile Speaker, 2X2, Plenum Rated	57.72	49.00
20	CSD2X2/VR Ceiling tile Speaker, 2X2, Plenum Rated w/Volume Control	66.29	56.25
20	A6TB NEAR A6 Speaker, Black	165.10	143.00
20	A6TW Near A6 Speaker, White	165.10	143.00
10	A8TB NEAR A8 Speaker, Black	244.54	211.50
10	A8TW Near A8 Speaker, White	244.54	211.50

ESTIMATED QUANTITY	ITEM / DESCRIPTION	GRAYBAR ELECTRIC Chattanooga, TN	SHIELDS ELECTRONICS SUPPLY INC. Chattanooga, TN
5	V35 Vector Amp 35 watts	307.10	265.00
5	V100 Vector Amp 100 watts	420.24	401.00
5	V250 Vector Amp 250 watts	570.74	545.00
2	ANS1R Ambient noise Sensor	168.65	146.00
6	OPS1B NEAR Orbit Pendant Speaker	174.09	150.75
6	OPS1W Near Orbit Pendant Speaker White	174.09	150.75
2	M300 M-Class Amplifier 600 watts Mono	811.87	775.00
2	QSR120 Quantum 120 Port Intercom System in 42" Rack	no bid	13,366.00
1	QSR144 Quantum 144 Port Intercom System in 61" Rack	no bid	15,304.00
1	QSR168 Quantum 168 Port Intercom System in 61" Rack	no bid	16,607.00
1	QSR192 Quantum 192 Port Intercom System in 61" Rack	no bid	17,823.00
1	QSR216 Quantum 216 Port Intercom System in 61" Rack	no bid	19,265.00
5	QCR24 Quantum 24 Port Intercom System	no bid	6,217.00
1	QSR240 Quantum 240 Port Intercom System in 61' Rack	no bid	20,595.00
4	QCR48 Quantum Intercom System 48 Ports	no bid	7,360.00
2	QSR72 Quantum 72 Port Intercom System in 42" Rack	no bid	10,080.00
2	QSR96 Quantum 96 Port Intercom System in 42" Rack	no bid	11,393.00
1	CRC Compack Rack Chassis with Card Cage, cooling fan (no grille)	no bid	798.00
1	QSPC1GC Quantum processor card QSPC1 and QSGC1 Quantum grille	no bid	3,292.00
1	QSPC1GR Quantum processor card QSPC1 and QSGR1 Quantum grille	no bid	3,379.00
3	KFLDS30T Wide Pattern Horn Speaker, 30 Watts	88.62	73.90
12	HFCS1LP NEAR Orbit Ceiling Speaker	79.23	68.30
12	TBCR HFCSL1P Tile Bridge	13.05	8.90
12	CK10 HFCSL1P Secure Cable Kit	10.41	9.00
5	CDR1 CD Player/Receiver	244.71	212.00
10	TBL1S Transformer Balanced Input Card	48.49	42.00
5	MIC1S Microphone Input Module	61.88	53.40
5	MIC2S Microphone Screw Terminal Input Module	45.62	39.25
5	MIC2X Microphone XLR Input Module	45.62	39.28
1	TL156 Hand Tool for Connectors	20.31	17.85
1	TNG1S Tone Generator Module	63.58	55.10
1	MAX1R Mono Auxilliary Module	42.10	36.25
1	RIO1S Relay/Input/Output Module	59.90	51.50
6	MB8TSQ SQ MTL Enclosure, 8" 4W Transformer	37.67	32.40

ESTIMATED QUANTITY	ITEM / DESCRIPTION	GRAYBAR ELECTRIC Chattanooga, TN	SHIELDS ELECTRONICS SUPPLY INC. Chattanooga, TN
6	MB8TSQVR SQ MTL Enclosure,8" 4W Tranformer w/VR	45.64	39.20
24	MB8TSL 8" speaker slant front Bogen	37.67	32.40
6	BAL2S Bogen balanced input card for amplifiers	45.62	39.25
6	SPS2410 12-24 VDC Power Supply	59.56	51.40
6	SPS2425 12-24 VDC Power Supply	79.76	68.75
6	SPS245412-24 VDC Power Supply	no bid	68.75
6	MCOC Connector Card Assembly for Bogen	no bid	69.10
6	MCOCA 12 inch cable for Bogen system	no bid	16.90
5	RK78 Rack Kit for CD1R	51.51	44.64
10	ELK 912B Heavy Duty 12-24 VDC Relay	no bid	8.50
5	HSES10 (pkgs of 10)	no bid	5.40
3	MCACB Station card	no bid	434.71

Received bids from Teleconm & Data, Milwaukee, WI and Valiant National AV Supply, Fairfield, NJ; Cannot meet bid specs.

Request for Bids:	
Newspaper Ad:	1-8-14
Vendor Notification:	656
Vendor Response:	4
Budgeted:	Various Budgets



Hamilton County Board of Commissioners RESOLUTION

No. 214-25

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: Grapeshot Drive, Solidshot Court.

WHEREAS, The above listed roads are new subdivision roads in the Stonewall Farm Subdivision and have been inspected by the Hamilton County Division of Public Works and meet current County Subdivision Regulations; and,

WHEREAS, the list of roads, a copy of which is attached hereto and incorporated herein by reference thereto as though fully and completely copied verbatim herein, completely describes the amendments to be made to the “Master List of Roads and Speed Limits”.

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

1. That the above named roads be declared district roads, 2nd class.
2. That the attached amendments to the “Master List of Roads and Speed Limits” are hereby adopted and approved.
3. That the “Master List of Roads and Speed Limits” is hereby amended.

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

February 19, 2014

Date

ROAD NAME

DESCRIPTION

Grapeshot Drive

Grapeshot Drive is in the 3rd Civil District, the 3rd County Commission District in the Stonewall Farm Subdivision on State Tax Map Number 92, leading from Jackson Mill Drive west 0.14 miles to a temporary turnaround, has a 50 foot right-of-way, a 8 inch stone base, a 2 inch plant mix pavement with concrete curbs, and was built by Barry Higgins Construction and Card Paving Company for the Developer Fatherson Partnership.

The speed limit on said road shall be **20 M.P.H.** and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of the State.

Solidshot Court

Solidshot Court is in the 3rd Civil District, the 3rd County Commission District in the Stonewall Farm Subdivision on State Tax Map Number 92, leading from Grapeshot Drive north 0.13 miles to a turnaround, has a 40 foot right-of-way, a 8 inch stone base, a 2 inch plant mix pavement with concrete curbs, and was built by Barry Higgins Construction and Card Paving Company for the Developer Fatherson Partnership.

The speed limit on said road shall be **20 M.P.H.** and that violation of the same, when posted, shall be a misdemeanor and punishable as such as provided by the laws of the State.



Hamilton County Board of Commissioners RESOLUTION

No. 214-26

A RESOLUTION TO AMEND THE “MASTER LIST OF ROADS AND SPEED LIMITS” BY CHANGING THE SPEED LIMIT OF HOPI TRAIL, HIDEAWAY ROAD, AND PAW PAW TRAIL FROM 30 MILES PER HOUR TO 25 MILES PER HOUR.

WHEREAS, the above mentioned roadways, located in the Hiawatha Estates Subdivision, in the 2nd Civil District, the 9th County Commission District; having speeding issues within the subdivision; and,

WHEREAS, as requested by the Hiawatha Estates Homeowners Association; and,

WHEREAS, the speed limit on these roads needs to be reduced as described above.

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

1. That the “Master List of Roads and Speed Limits” be amended to provide a speed limit of 25 miles per hour on Hopi Trail, Hideaway Road, and Paw Paw Trail.
2. That violation of the posted speed limit as established herein shall be a misdemeanor and punishable as such as provided by laws of the State.
3. That the “Master List of Roads and Speed Limits” is hereby amended.

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

February 19, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 214-27

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO INCREASE THE CONTRACT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR THE DESIGN OF THE TENNESSEE RIVERPARK DOWNTOWN SEGMENT TO INCLUDE CONSTRUCTION CONTRACT ADMINISTRATION SERVICES FOR AN AMOUNT NOT TO EXCEED \$317,500.00 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 410-29 was approved by this Legislative Body on April 21, 2010 and selected Barge, Waggoner, Sumner & Cannon, Inc. for the design of the proposed Tennessee RiverPark Downtown Segment Phase I; and

WHEREAS, the existing design contract needs to be increased to include an additional \$242,000.00 for construction contract administration; \$65,500.00 for survey; \$10,000.00 for hazardous material investigation and;

WHEREAS, 80% of the cost will be paid by the Federal Highway Administration (FHWA) and the remaining 20% will be paid with private funds.

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

That the County Mayor is authorized to increase the contract with Barge, Waggoner, Sumner & Cannon, Inc. to provide construction contract administration services for the new Tennessee RiverPark Downtown Segment for an amount not to exceed \$317,500.00 of previously budgeted funds.

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

February 19, 2014

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 410-29

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR THE DESIGN OF THE TENNESSEE RIVERPARK DOWNTOWN SEGMENT PHASE 1 FOR AN AMOUNT NOT TO EXCEED \$189,900 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 287-23 was approved by this Legislative Body, on February 4, 1987, for the selection of architects and engineers and, in accordance with the adopted procedures, the County Mayor recommends Barge, Waggoner, Sumner & Cannon, Inc. for the design of the proposed Tennessee RiverPark Downtown Segment Phase 1; and

WHEREAS, the design contract includes \$44,000 for surveying; \$144,900 for environmental permitting and project planning; and \$1,000 for reimbursable expenses; and,

WHEREAS, the total amount of the contract shall not exceed \$189,900 without approval by the County Commission.

WHEREAS, a grant for 80% of the cost associated with the project has been accepted by Hamilton County from the Tennessee Department of Transportation (TDOT); and,

WHEREAS, the City of Chattanooga and Hamilton County will pay half the cost of the remaining 20% grant match.

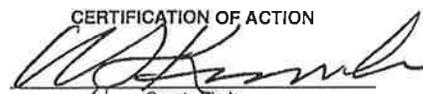
NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is authorized to enter into and execute a contract with Barge, Waggoner, Sumner & Cannon, Inc. to provide design services for the new Tennessee RiverPark Downtown Segment Phase 1 for an amount not to exceed \$189,900 of previously budgeted funds.

MB: 356
PAGE: 440

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

Approved: CERTIFICATION OF ACTION

Rejected: 
County Clerk

Approved: 
County Mayor

Vetoed: April 21, 2010
Date



Attachment B

Riverwalk Extension Designers CA Services

Hamilton County Government

February 5, 2014

This proposal is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Time of Performance
- V. Owner's Responsibilities
- VI. Deliverables
- VII. Compensation

I. PROJECT DESCRIPTION

The existing Riverpark includes approximately ten (10) miles of Riverwalk from the Chickamauga Dam to Ross's Landing adjacent to the Tennessee River. Facilities include multi-use bridges, sculptures, signage, picnic pavilions, benches, passive green spaces, parks, fountains, water features, and interpretive signage. These features work together to create a diverse experience for park patrons. The proposed Riverwalk extends approximately 3.5 miles to the base of Lookout Mountain, where it will connect with several miles of existing trails that extend on both sides of the mountain. The proposed route is rich in industrial and cultural history. It will traverse both active and brownfield industrial facilities, which will provide a unique experience for Riverwalk users.

This document will provide a proposal for the duties necessary for the administration of this construction contract. The administration of this project will be in compliance with Hamilton County Government standards and will be coordinated with BWSC CEI staff for compliance with TDOT requirements.

II. SCOPE OF SERVICES

BWSC responsibilities on this project include:

1. Pre-bid Conference: BWSC Design Staff will prepare for and conduct the Pre-bid Conference. Discuss Project requirements including scope, limitations, contract documents, administrative requirements, and any special requirements associated with the project. Field contractors' questions. Lead a site visit to the project location. Prepare and distribute detailed minutes of the meeting.
2. Respond to Bidders' Requests for Information (RFI): BWSC will receive Bidders' Requests for Information, including questions submitted in the Pre-Bid Conference. A RFI log will be developed and maintained. Bidders' RFIs will be reviewed and compared to issued-for-bid documents and design intent. Addenda will be prepared, including modifications to Drawings and Specifications, as required.

3. Bid Opening and Tabulation: BWSC will attend the bid opening and receive the bidders' documents after opening. BWSC will prepare a bid tabulation detailing the specifics of each bid and prepare a recommendation for award.
4. Preconstruction Conference: BWSC will prepare for and conduct the Preconstruction Conference. BWSC will discuss the scope of work, schedule, general requirements, and expectations of the Owner. BWSC will discuss requirements of Hamilton County with respect to administrative issues such as certified payroll, pay requests, etc. BWSC will address and resolve all issues that arise at the meeting with appropriate offices, agencies, and divisions. BWSC will prepare and distribute detailed minutes of the meeting.
5. Environmental (Erosion Control) Conference: Generally TDOT requires an Erosion Control Conference that occurs immediately after the Preconstruction Conference. This project, however, will be conducted in one of the most historically industrialized areas of the City of Chattanooga. Foundry Sand, and potentially other contaminants, are known to exist at specific locations along the proposed Riverwalk route. BWSC design staff will attend the conference and provide input as to how environmental issues relate to design intent and contract documents.
6. Unidentified Hazardous Materials: BWSC has included a contingency for limited initial investigations of previously unidentified hazardous materials issues that may be encountered along the route.
7. Conduct Field Surveys: Conduct and supervise surveying services to obtain original, final, as well as progress estimated quantities for payment of all earthwork pay items to the Contractor.

Establish horizontal and vertical control on the project to be utilized by the Contractor for construction layout. Be prepared to justify quantities in case of discrepancies by contractors or the Department. Upon request, check construction layout when deemed necessary by the TDOT Project Supervisor or by Hamilton County.

8. Attendance at Weekly Meeting: BWSC Design Staff will prepare the agenda, attend, and conduct meetings every week with TDOT and Hamilton County personnel, Contractor, sub-contractors, utility personnel, and other agencies affected by the project. Staff will be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Staff will record significant information revealed and discussed at the meeting and distribute written minutes.
9. Respond to Contractor's Requests for Information (RFI): BWSC will receive Contractor's Requests for Information, including questions submitted in the weekly progress meetings. A RFI log will be developed and maintained. Contractor's RFIs will be reviewed and compared to issued-for-construction documents and design intent. Responses to Contractor's RFIs will be prepared including modifications to Drawings and Specifications as required.
10. Project Administration: BWSC Design Staff will provide overall project administration and coordinate with the assigned TDOT Project Supervisor and Hamilton County Project Manager.
11. Requests for Change: BWSC Design Staff will review any proposed construction changes for technical merit, for conformance with design intent and for their addition of "value" to the project. BWSC will also review proposed pricing for these changes, if any, and for justification of addition of time to the project schedule. BWSC will

submit a recommendation to the County regarding such changes which will be coordinated with the CEI Staff.

12. Shop Drawings: BWSC will receive and review all required shop drawings for compliance with contract requirements. BWSC will mark the drawings as approved or as deficient, and note such deficiencies. Deficient drawings will be returned to the Contractor.
13. Progress Payments: BWSC design staff will review Contractor's requests for progress payments and compare them with contract requirements and CEI developed quantities. If the requests for payment are in conformance with contract documents and progress quantities, BWSC design personnel will sign the request for payment and forward it to the County for payment and to the CEI staff for documentation.
14. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the CEI staff for processing and documentation as required by TDOT.
15. Distribution of Correspondence: Submit to the CEI staff a copy of all correspondence between BWSC, Contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.

III. ASSUMPTIONS

CEI Services provided as a separate contract.

1. Certified Payroll, Interviews, DBE, etc., by others;
2. Project bid according to Hamilton County Standards as amended for TDOT;
3. Permit fees, etc., to be paid by Owner;
4. Construction period is assumed to be five hundred and fifty (550) days;
5. Hazardous materials services limited to foundry sand and lead-based paint as identified herein. All other services on a cost plus basis;
6. No changes to existing permits;
7. Staff requirements for this work are estimated as follows:

Riverwalk CA Fee Hours								
Manpower Category	PM	Junior Engineer	Landscape Architect I	Landscape Architect II	Designer	Office Admin	Clerk/Typist	Total Staff Hours
Project Hours	240	480	440	440	240	172	220	2232
Hours per Week	3	6	5.5	5.5	3	2.15	2.75	27.9

IV. TIME OF PERFORMANCE

BWSC assumes a procurement period of thirty (30) days. A construction schedule of 550 days is assumed.

V. OWNER'S RESPONSIBILITIES

- Assistance with expediting project development and review processes;
- Appoint a single point of contact for project coordination purposes.

VI. DELIVERABLES

The following items will be provided as part of our services.

- Pre-bid meeting minutes;
- Bid Tabulations;
- Bidders RFI Log and responses;
- Changes to bid documents as required;
- Bid Tabulation and Recommendation;
- Pre-construction meeting minutes;
- Progress meeting minutes;
- Contractors RFI Log and Recommendations;
- Changes to construction documents as required;
- Request for change evaluation and recommendation;
- Final Estimate and Summary Change Order.

VII. COMPENSATION

BWSC proposes to provide services on a time and materials basis and suggests the following budgets:

Contract Administration as described	\$242,000
Survey	\$65,500
Hazardous Materials	\$10,000

Expenses will be billed at cost-plus 15%.
Travel expenses as per state rates.



Hamilton County Board of Commissioners RESOLUTION

No. 214-28

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO INCREASE THE CONTRACT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR THE DESIGN OF THE TENNESSEE RIVERPARK DOWNTOWN SEGMENT TO INCLUDE CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR AN AMOUNT NOT TO EXCEED \$720,000.00 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 410-29 was approved by this Legislative Body on April 21, 2010 and selected Barge, Waggoner, Sumner & Cannon, Inc. for the design of the proposed Tennessee RiverPark Downtown Segment Phase I; and

WHEREAS, the existing design contract needs to be increased to include \$720,000.00 for construction engineering inspection (CEI) services; and;

WHEREAS, 80% of the cost will be paid by the Federal Highway Administration (FHWA) and the remaining 20% will be paid with private funds.

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

That the County Mayor is authorized to increase the contract with Barge, Waggoner, Sumner & Cannon, Inc. to provide construction engineering inspection (CEI) services for the new Tennessee RiverPark Downtown Segment for an amount not to exceed \$720,000.00 of previously budgeted funds.

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

February 19, 2014

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 410-29

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR THE DESIGN OF THE TENNESSEE RIVERPARK DOWNTOWN SEGMENT PHASE 1 FOR AN AMOUNT NOT TO EXCEED \$189,900 OF PREVIOUSLY BUDGETED FUNDS.

WHEREAS, Resolution 287-23 was approved by this Legislative Body, on February 4, 1987, for the selection of architects and engineers and, in accordance with the adopted procedures, the County Mayor recommends Barge, Waggoner, Sumner & Cannon, Inc. for the design of the proposed Tennessee RiverPark Downtown Segment Phase 1; and

WHEREAS, the design contract includes \$44,000 for surveying; \$144,900 for environmental permitting and project planning; and \$1,000 for reimbursable expenses; and,

WHEREAS, the total amount of the contract shall not exceed \$189,900 without approval by the County Commission.

WHEREAS, a grant for 80% of the cost associated with the project has been accepted by Hamilton County from the Tennessee Department of Transportation (TDOT); and,

WHEREAS, the City of Chattanooga and Hamilton County will pay half the cost of the remaining 20% grant match.

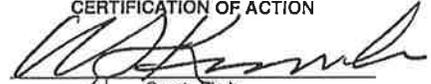
NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED:

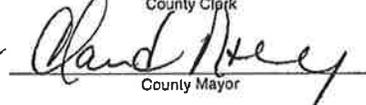
That the County Mayor is authorized to enter into and execute a contract with Barge, Waggoner, Sumner & Cannon, Inc. to provide design services for the new Tennessee RiverPark Downtown Segment Phase 1 for an amount not to exceed \$189,900 of previously budgeted funds.

MB: 356
PAGE: 440

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

Approved: CERTIFICATION OF ACTION

Rejected: 
County Clerk

Approved: 
County Mayor

Vetoed: April 21, 2010
Date



Attachment A
Riverwalk Extension CEI Services
Hamilton County Government

February 5, 2014

This proposal is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Time of Performance
- V. Owner's Responsibilities
- VI. Deliverables
- VII. Compensation

I. PROJECT DESCRIPTION

The existing Riverpark includes approximately ten (10) miles of Riverwalk from the Chickamauga Dam to Ross's Landing adjacent to the Tennessee River. Facilities include multi-use bridges, sculptures, signage, picnic pavilions, benches, passive green spaces, parks, fountains, water features, and interpretive signage. These features work together to create a diverse experience for park patrons. The proposed Riverwalk extends approximately 3 miles to St. Elmo Avenue. The proposed route is rich in industrial and cultural history. It will traverse both active and brownfield industrial facilities, which will provide a unique experience for Riverwalk users.

This document describes a proposal for the duties necessary for the administration of this TDOT-funded construction contract. The administration of the TDOT highway construction contract will be conducted in full cooperation with the TDOT Project Supervisor and/or his representative(s) assigned to the project and with Hamilton County Government.

It is the intent of this proposal is to supply only those elements described herein that are an integral part of the CEI process. Those procurement (Bid) and contract Administration (CA) functions that are normally reserved exclusively for the design engineer/landscape architect are not provided for herein and will be proposed as a separate project.

The full scope of work proposed herein includes all CEI services required by TDOT of the CEI Consultant as described in "Local Government Guidelines for the Management of Federal and State Funded Construction Projects" TDOT, February 1, 2011, as described above with the exception of:

- All employee interviews in relation to certified payrolls, Davis Bacon compliance or Disadvantaged Business compliance.
- All construction testing including testing of concrete, soil nuclear density testing, geotechnical testing of grades and subgrades.

SCOPE OF SERVICES

BWSC CEI Staff responsibilities on this project include:

1. Preconstruction Conference: Attendance at the Preconstruction Conference. Verify the scope of work, schedule, and general requirements. Discuss requirements of TDOT CEI with respect to administrative issues such as data to support progress, quality, pay requests, etc. Present any and all special requirements associated with the TDOT funding of the project. BWSC CEI Staff will assemble, file, and submit required TDOT CEI documentation.
2. Environmental (Erosion Control) Conference: Generally TDOT requires an Erosion Control Conference that occurs immediately after the Preconstruction Conference. This project, however, will be conducted in one of the most historically industrialized areas of the City of Chattanooga. Foundry Sand and potentially other contaminants are known to exist at specific locations along the proposed Riverwalk route. This conference will review all contract and TDOT requirements associated with the execution of the project. BWSC's CEI role in the conference will be discuss the quality requirements of contractors programs and processes relating to environmental compliance. Staff will assemble, file, and submit TDOT CEI documentation as required.
3. Environmental Construction Services: BWSC's CEI role will be to review and observe contractors programs and processes relating to environmental compliance. BWSC CEI Staff will provide oversight and monitoring as required for environmental issues that are known to exist along the route. These services include all Erosion Control/Sediment Prevention (ECSP) inspections, monitoring, and reporting; foundry sand inspections, monitoring, and reporting; and services associated with Lead-based paint (LBP) abatement at Middle Street. BWSC has included a small contingency (\$63,830) for limited initial investigations of non-foundry sand/LBP hazardous materials issues that may be encountered along the route. BWSC CEI Staff will assemble, file, and submit required TDOT CEI documentation.
4. Attendance at Weekly meeting: BWSC CEI Staff will attend, meetings every week with TDOT and County personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. BWSC CEI Staff will provide input to the process as it relates to TDOT CEI requirements. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Staff will also assemble, file, and submit TDOT CEI documentation as required.
5. Project Administration: Provide project administration and coordinate with the assigned TDOT Project Supervisor and Hamilton Co. Project Manager. Prepare for and attend, when requested, any periodic inspections that may be conducted on the project related to project work, progress, or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to TDOT Project Supervisor and Hamilton Co. Project Manager a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers will be supplied to the TDOT Project Supervisor and Hamilton Co. Project Manager and be available at any time in the case of an emergency on the project. The Project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project. Staff will assemble, file, and submit as detailed above and any other required TDOT CEI documentation.

6. Provide Construction Inspection Professionals: Provide effective and qualified supervision of all inspection services being conducted by BWSC and sub-consultants. Field technicians will be certified in the applicable TDOT certification workshops. BWSC will provide:
 - A CEI Engineer/Manager responsible for CEI inspections and submittal of all CEI paperwork (Raymond Canady - Resume Attached)
 - A full-time CEI Field Inspector to monitor the project and assist in obtaining data for the CEI program (Paul Oliver- Resume Attached)
 - An approximate half-time environmental field technician responsible for (ECSP) inspections, monitoring, and reporting; foundry sand inspections, monitoring, and reporting; and services associated with Lead-based paint (LBP) abatement at Middle Street. (Kurt Webber/Marty Abercrombie - Resumes Attached)
 - Necessary and appropriate administrative, engineering, and landscape architecture staff to provide for construction inspection and documentation.
7. Supplemental Agreements/Construction Change, Force Account, Value Engineering Change Proposal (VECP): Notify the TDOT Project Supervisor and Hamilton Co. Project Manager of the necessity of any Supplemental Agreements/Construction Changes. Review prices for additional pay items with the contractor for adherence to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the TDOT Project Supervisor and Hamilton Co. Project Manager. Review the Supplemental Agreement/Construction Change on the supplied standard form and submit to the TDOT Project Supervisor and Hamilton Co. Project Manager for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the Department. Submit Value Engineering Change Proposals to the TDOT Project Supervisor and Hamilton Co. Project Manager for analysis and distribution to the appropriate division(s). BWSC CEI Staff will assemble, file, and submit TDOT CEI documentation as required.
8. Quality Assurance, Testing for Acceptance, and Training: All construction testing including testing of concrete, soil nuclear density testing, geotechnical testing of grades and subgrades, will be performed by others. BWSC CEI Staff will be responsible for miscellaneous checking of material placement, dimensions and alignments to assure conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, BWSC CEI Staff will receive the initial information from the contracted testing entity on forms supplied by the Department and Hamilton Co. and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by BWSC CEI Staff for conformity to the Specifications. The certification documents submitted to the Department and Hamilton Co. will also be reviewed for completeness and conformance to the Department's standard form of submission. BWSC CEI Staff will assemble, file, and submit TDOT CEI documentation as required
9. Progress Payments: BWSC CEI Staff will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor. Quantities will be drawn from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The TDOT Project Supervisor and Hamilton Co. Project Manager must approve any waiver

of testing documents prior to payment. Pay quantities will be submitted to the TDOT Project Supervisor and Hamilton Co. Project Manager for review and payment on a printout from the "Final Record Book" program provided by the Department. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. Estimated "cutoff will be the last day of each month, except for the month of June with the submission of the quantities to the TDOT Project Supervisor and Hamilton Co. Project Manager for review and payment by the sixth of each month. Copies of approved subcontracts as well as copies of actual DBE subcontractor's contracts should be on file prior to the first Progress Payment. BWSC CEI staff will review the above requirements prior to recommendations for payment. Staff will then assemble, file, and submit TDOT CEI documentation as required

10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the TDOT Project Supervisor and Hamilton Co. Project Manager for processing. Staff will review such revisions for compliance with TDOT CEI requirements and assemble, file, and submit required TDOT CEI documentation.
11. Distribution of Correspondence: Submit to the TDOT Project Supervisor and Hamilton Co. Project Manager a copy of all correspondence between BWSC, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.
12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. Record field measurements in project records for review by the Department and Hamilton Co. or auditors. The records will be recorded on a standard form (field book) supplied or defined by the Department and Hamilton Co. and/or on field inspection forms to be submitted to the Department. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. BWSC is not charged with the role of safety inspector, but expected to have unsafe issues corrected by the Prime Contractor. Document weekly (or as often as necessary) project traffic control on forms supplied by the Department and Hamilton Co. and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the contractor or Department. Prepare an accurate daily diary, signed by the inspector including:
 - A record of the contractors on the project
 - Their personnel (number and classification)
 - Equipment (number and type or size)
 - Location and work performed by each contractor or subcontractor
 - Orders given the contractor
 - Events of note on the project
 - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
 - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
 - Days charged, with explanation if not charged
 - Equipment arriving or leaving the project, idle equipment
 - Any other details that may be important later in the project life

13. Contractor's Payrolls, Contract Compliance: BWSC CEI staff will receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime contractor of late payrolls and request immediate submission. Notify the TDOT Project Supervisor and Hamilton Co. Project Manager prior to withhold payments.
14. Reports: A copy (electronic or paper) of all reports as required by the administration of the contract will be provided by the Department and Hamilton Co. prior to construction, or to others as directed or needed.
15. Final Records: Submit a compilation of project records in the Department's standard format to the Final Records Department and Hamilton Co. after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records. Coordinate BWSC hours after the project completion with the TDOT Project Supervisor and Hamilton Co. Project Manager for approval.
16. Project Claims: Review documentation and assist in the defense of the Department and Hamilton County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract. Assemble, file, and submit TDOT CEI documentation as required
17. Utility Relocations: Utility relocation is subject to be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified comparing utility company records prior to payment by the Department. BWSC CEI Staff will assemble, file, and submit required TDOT CEI documentation.

III. ASSUMPTIONS

1. The responsibilities of the Tennessee Department of Transportation on this project are:
 - TDOT Project Supervisor: Provide a project supervisor to oversee and coordinate with CEI Supervisor.
 - Offsite Fabrication Inspection: Provide inspection services for all materials manufactured off site (i.e. bridge beams, concrete pipe, etc.)
2. Survey services proposed in separate contract.
3. Traditional CA Services by the Design Professional proposed in a separate contract:
 1. Review of Requests for Information (RFI) from bidders that relate to design
 2. Revisions to design resultant from bidders RFIs
 3. Appropriate revisions to the OPCC
 4. Review of RFIs from the contractor that relate to design
 5. Revisions to design resultant from contractors RFIs
 6. Review of Change Orders as to their impact on design intent
 7. Periodic review of the project progress as it relates to design intent including attendance at periodic progress meetings, pre-final and final inspections.
 8. Any certifications required of the design professional by the CEI process.
4. All construction testing including testing of concrete, soil nuclear density testing, geotechnical testing of grades and subgrades, will be performed by others.
5. All employee interviews in relation to certified payrolls, Davis Bacon compliance or Disadvantaged Business compliance by others.

6. Project bid according to Hamilton County Standards as amended for TDOT
7. Permit fees, etc. to be paid by owner.
8. Construction period is assumed to be five-hundred-fifty (550) days.
9. Work schedule assumed to be forty (40) hours per week.
10. Services associated with foundry sand and lead-based paint in areas identified in the plans and specifications are included in the Construction Inspection fee. All other services associated with as yet to be identified hazardous materials issues will be provided on a cost plus basis as a hazardous materials contingency service.
11. No changes to existing permits.
12. Staff requirements for this work are estimated as follows:

Riverwalk CEI Fee Hours								
Manpower Category	PM	CEI Manager	Document Management Clerk	Civil RPR	Environ. RPR	Office Admin	Clerk/Typist	Total Staff Hours
Project Hours	400	1920	1600	3200	1360	280	560	9320
Hours per Week	5	24.0	20	40	17	3.5	7	116.5

IV. TIME OF PERFORMANCE

BWSC assumes a procurement period of thirty (30) days. A construction schedule of five-hundred-fifty (550) days is assumed. Project closeout documents will be submitted within thirty (30) days of completion of construction and receipt of all documents from the contractor.

V. OWNER'S RESPONSIBILITIES

- Assistance with expediting project development and review processes
- Appoint a single point of contact for project coordination purposes.

VI. DELIVERABLES

The following items will be provided as part of our services.

All consultant submittal requirements as required by TDOT CEI manual to include, but not be limited to:

- Pre-construction meeting report re: CEI Requirements;
- Progress meeting reports re: CEI Requirements;
- Daily Logs and Checklists;
- Test Reports for subgrades and concrete;
- Rainfall Data;
- EPSC Inspection Reports;
- Borrow Area Inspection Reports;
- Request for change evaluation and recommendation;
- Materials Acceptance Tests;
- Pre-Final Inspection Report;
- Final Inspection/Acceptance Report;
- Final Estimate and Summary Change Order;

- End of Job Folder and Certificate (Project Close-out Documents).

VII. COMPENSATION

BWSC proposes to provide services on a time and materials basis and suggests the following budget:

\$720,000.00

All fees on a Cost-Plus Basis

Expenses will be billed at cost plus 15%.
Travel expenses as per state rates.

STATE OF TENNESSEE
Hamilton County



February 19, 2014
Date (Month, Day, Year)

Hamilton County Board of Commissioners

RESOLUTION

No. 214-29

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO A CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY AND HAMILTON COUNTY IN THE AMOUNT OF \$ 148,000 (ONE HUNDRED AND FORTY EIGHT THOUSAND DOLLARS).

WHEREAS, the Hamilton County Emergency Services performs many varied duties relating to the responsibilities connected with said office as designated by the Tennessee Emergency Management Agency; and,

WHEREAS, the Tennessee Emergency Management Agency agrees to reimburse on a 50% (fifty percent) basis, the Hamilton County Emergency Service's cost of operating and maintaining its emergency management program, subject to the availability of funds under the Emergency Management Performance Grant (EMPG) allocation from Region IV, Federal Emergency Management Agency (FEMA); and,

WHEREAS, in accordance with the aforementioned obligation, in no event shall the liability for the State under the contract exceed \$148,000 (one hundred and forty eight thousand dollars) to be paid in accordance with paragraph C, Payment Terms and Conditions, being subject to amendment upon written approval by the State; and,

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

That the County Mayor of Hamilton County is hereby authorized to enter into said contract with the Tennessee Emergency management Agency with a period 10/01/2012 to 06/30/2014 in the amount of \$148,000 (one hundred and forty eight thousand dollars) and is hereby authorized to affix signature to said contract. (See attachment)

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

**GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date 10/01/2012	End Date 06/30/2014	Agency Tracking # 34101-03614	Edison ID		
Contractor Legal Entity Name HAMILTON COUNTY				Edison Vendor ID 4208	
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # 97.042			
Service Caption (one line only) EMERGENCY MANAGEMENT PERFORMANCE GRANT FEDERAL FISCAL YEAR 2013					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014		148,000.00			148,000.00
TOTAL:		148,000.00			148,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
Speed Chart (optional)		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANGEMENT AGENCY
AND
HAMILTON COUNTY**

This Grant Contract, by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and Hamilton County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding to subsidize emergency management, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. Each Grant will be in accordance with items outlined in Tennessee Code Annotated (TCA) 58-2-110; et al., the Program Worksheet (PW) as approved by the appropriate Regional Director (RD) of the Tennessee Emergency Management Agency (TEMA) and in coordination with the Department of Homeland Security, Office of Domestic Preparedness, Federal Emergency Management Agency (FEMA) and the local Emergency Management Agency (EMA).
- A.3. Each Grant will incorporate the PW as a part of Attachment 2.
- A.4. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents, incorporated by reference or attachment, shall govern in order of precedence as detailed below.
- a. this Grant Contract and all of its attachments and exhibits, excluding the documents listed at b. and c., below;
 - b. the associated grant proposal solicitation, if any, along with any associated amendments; and
 - c. the Grantee's proposal (Attachment 2) incorporated hereto as additional description of the scope of services requirements.

B. CONTRACT PERIOD:

- B.1. This Grant Contract shall be effective for the period beginning October 1, 2012, and ending on June 30, 2014. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract period of no more than five (5) years, provided that such an extension of the contract period is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Grant Contract, such funding will also be effected through contract amendment.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred forty-eight thousand and 00/100 (\$ 148,000.00). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. 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 work, 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:

Tennessee Emergency Management Agency
 EMPG Program
 3041 Sidco Drive
 Nashville, TN 37204

- 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 Military, Tennessee Emergency Management Agency.
 - (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, and/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.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed.
- 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 and 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 said 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 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 contract period 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 cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost 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 contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, 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 contract period.

- 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 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 as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee 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 or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present 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 said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant 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. Except as specifically provided herein, this Grant 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 Grant Contract without cause for any reason. Said termination shall not be deemed a breach of 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 which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any 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 Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, 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 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 be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Form to Report Lobbying," 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 section 1352, title 31, *U.S. Code*.

- D.8. 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees 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.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 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 agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and 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.14. 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.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the

Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.18. 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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant 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 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.

The Grantee, being a political subdivision of the State, 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.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.21. Force Majeure. The obligations of the parties to this Grant 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.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. 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, 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 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. 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:

Bill Worth, Director
East TN Region
803 N. Concord St.
Knoxville, TN 37919
bworth@tnema.org
Phone #: (865) 594-5664
FAX #: (865) 594-5668

Chris Johnson, Director
Middle TN Region
3041 Sidco Drive
Nashville, TN 37204
cjohnson@tnema.org
Phone #: (615) 741-7342
FAX #: (615) 741-0498

Jane Waldrop, Director
West TN Region
1510 R. E. Bailey Bypass
Jackson, TN 38302
jwaldrop@tnema.org
Phone #: (731) 422-3300
FAX #: (731) 423-6621

The Grantee:

Jim M. Coppinger, County Mayor
 Hamilton County
 625 Georgia Avenue
 Courthouse Room 208
 Chattanooga, TN 37402
jcoppinger@hamiltontn.gov
 Telephone #: (423) 209-6105
 FAX #: (423) 209-6101

Point of Contact:

Tony Reavley, Director
 Hamilton County EMA
 317 Oak Street, Suite 302
 Chattanooga, TN 37403
treavley@hamiltontn.gov
 Telephone #: (423) 209-6900
 FAX #: (423) 209-6901

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 Grant 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 Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of 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.
- E.4. 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.
- E.5. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the

equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this contract within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among

alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.6. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.7. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.8. Certification Regarding Drug-Free Workplace Requirements. This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (E.8.a.);
- d. Notifying the employee in the statement required by paragraph (E.8.a.) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the agency within ten days after receiving notice under subparagraph [E.8.d.(2)], from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph [E.8.d.(2)], with respect to any employee who is convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (E.8.a.), (E.8.b.), (E.8.c.), (E.8.d.), (E.8.e.), (E.8.f.), and (E.8.g.).

E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.10. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
- c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

- E.11. Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) report or provide any Correction Action Plan report for items not meeting compliance. The report and any suspense dates are provided by NIMSCAST at <http://www.fema.gov/nimscast/index.jsp>. The compliance

items are in the Resources box under Metrics/Legacy Assessment (pdf). The Grantee will use the current year and the NIMS Implementation Matrix for Tribal and Local Jurisdictions.

IN WITNESS WHEREOF,

HAMILTON COUNTY:

GRANTEE SIGNATURE

DATE

JIM M. COPPINGER, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

TERRY M. HASTON, MAJOR GENERAL, THE ADJUTANT GENERAL

DATE

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

GRANT BUDGET				
EMERGENCY MANAGEMENT PERFORMANCE GRANT 2013 FOR HAMILTON COUNTY				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/01/2012 END: 06/30/2014				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	148,000.00	148,000.00	296,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	148,000.00	148,000.00	296,000.00

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

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

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING, MANAGEMENT & ADMINISTRATION AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2013 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM	148,000.00
TOTAL	148,000.00



2013 Program Worksheet Hamilton County

<i>Task/Program Elements</i>	<i>Projected Quarter Completion</i>
EMAP STANDARD 3.1 – Program Administration, Plans & Evaluation	
<ul style="list-style-type: none"> • Review Basic Emergency Operations Plan annually and update as required. • Annual <i>Program Worksheet</i> is completed and signed by County Emergency Management Director. 	4 th Quarter 1 st Quarter
EMAP STANDARD 3.2 – Program Coordinator	
<ul style="list-style-type: none"> • Current letter of appointment is on file with TEMA. • Director or designee will attend regional directors' meetings 	1 st Quarter On Occurrence
EMAP STANDARD 3.3 – Advisory Committee	
<ul style="list-style-type: none"> • EM Advisory Committee meet on a regular basis and includes the “whole community” approach to EM. (if applicable) 	On Occurrence
EMAP STANDARD 4.1 – Administration and Finance	
<ul style="list-style-type: none"> • Submit <i>Staffing Pattern</i> and <i>Salary and Benefits</i> form to the regional office with a letter from County Mayor requesting EMPG funding for the next FFY by 30 June. • Ensure all files relating to emergency management funding and activities are current and open for review. • Submit <i>Quarterly Activity Reports</i> by the 15th day of each new federal fiscal quarter to the Regional Office. • Submit quarterly <i>Funding Certification</i> with supporting documentation by the 15th day of each new federal fiscal quarter to the Regional Office. 	3 rd Quarter Quarterly Quarterly Quarterly
EMAP STANDARD 4.2 – Laws and Authorities	
<ul style="list-style-type: none"> • Review the Local Ordinance/Executive Order that established the Local EMA Office and up-date the document as needed to remain in compliance with the <i>TCA, Title 58-Chapter 2, Part 1</i> (Disasters, Emergencies and Civil Defense.) 	1 st Quarter
EMAP STANDARD 4.3 – Hazard Identification & Risk Assessment	
<ul style="list-style-type: none"> • Complete a review of Threat & Hazard Identification & Risk Assessment (THIRA) and make adjustments as needed. 	3 rd Quarter
EMAP STANDARD 4.4 – Hazard Mitigation	
<ul style="list-style-type: none"> • Review and update <i>Hazard Mitigation Plan as needed/required</i> 	
EMAP STANDARD 4.5 – Prevention and Security	
<ul style="list-style-type: none"> ▪ Included in 4.3 & 4.4 ▪ Be an active member of the Homeland Security District Council; attend meetings and insure the county is meeting district goals and objectives. 	Quarterly Quarterly
EMAP STANDARD 4.6 – Planning	
<ul style="list-style-type: none"> • Review and update Annexes and ESFs to the BEOP • Attend LEPC meetings and provide a copy of each LEPC meeting minutes to the Regional Office 	4 th Quarter On Occurrence



2013 Program Worksheet Hamilton County

EMAP STANDARD 4.7 – Incident Management	
<ul style="list-style-type: none"> • Report all incidents and missions to the SEOC and/or regional office in a timely manner. • Note mission and incident and other EM activities in the quarterly report. • Utilize TEMA's WebEOC as a disaster management/information tool 	<p>On Occurrence</p> <p>Quarterly</p> <p>On occurrence</p>
EMAP STANDARD 4.8 – Resource Management and Logistics	
<ul style="list-style-type: none"> • Develop/update Resource management SOG for the County 	1 st Quarter
EMAP STANDARD 4.9 – Mutual Aid	
<ul style="list-style-type: none"> • Review Established procedures for requesting and receiving Mutual Aid Resources based on the Emergency Management Support Team (EMST) Concept. • EMD will work toward completing EMST Training 	<p>4th Quarter</p> <p>4th Quarter</p>
EMAP STANDARD 4.10 – Communications and Warning	
<ul style="list-style-type: none"> • Test local communications and warning systems on a regular basis. • Develop an ICS 205 for interoperable communication between the county EOC and TEMA. • Establish connectivity with <i>Tennessee Early Warning Advisory System (TEWAS)</i> to the 24-hour warning point and check monthly. • Update key elected and appointed officials contact list using state provided format on a quarterly basis. 	<p>Monthly</p> <p>3rd Quarter</p> <p>Monthly</p> <p>Quarterly</p>
EMAP STANDARD 4.11 – Operations and Procedures	
<ul style="list-style-type: none"> • Ensure operational checks are performed on all assigned radiological detection equipment. • Review and update operational checklist for EOC activation. • Review and update operational checklists for CRP and POD operations 	<p>Quarterly</p> <p>2nd Quarter</p> <p>2nd Quarter</p>
EMAP STANDARD 4.12 – Facilities	
<ul style="list-style-type: none"> • The program has a primary and alternate facility identified and capable of coordinating and supporting sustained response and recovery operations. 	1 st Quarter
EMAP STANDARD 4.13 – Training	
<ul style="list-style-type: none"> • Develop a Multi-Year Training Plan (2 year) • Maintain records on NIMS requirements and encourage all agencies to meet the training objectives. • Demonstrate a good faith effort in coordinating and conducting required NIMS training for EM personnel in accordance with NIMS recommendations • Coordinate and conduct specialty, hazardous materials and general emergency management training for the jurisdiction's response personnel. 	<p>4th Quarter</p> <p>Quarterly</p> <p>3rd Quarter</p> <p>As required</p>



2013 Program Worksheet Hamilton County

<ul style="list-style-type: none"> Attend the TEMA/EMAT Annual Training Workshop Complete WebEOC Training Complete Damage Assessment/Initial Impact Assessment Emergency Management Director and paid staff receiving EMPG funding must complete the <i>Independent Study Professional Development Series</i> courses and complete the basic NIMS training as required. 	<p>4th Quarter 2nd Quarter 2nd Quarter</p> <p>Quarterly</p>
EMAP STANDARD 4.14 – Exercises, Evaluations and Corrective Actions	
<ul style="list-style-type: none"> Complete/update the multi-year exercise plan based on local hazards. EMPG funded positions will participate in a minimum of 3 exercises and submit required documentation as required by EMPG Guidance Activate the Local EOC for participation in the annual communications exercise in conjunction with Severe Weather Awareness Week. TEMA's <i>Exercise Report Form</i> will be used for exercise reporting. (An actual occurrence may NOT be substituted for an exercise.) 	<p>4th Quarter</p> <p>Quarterly</p> <p>2nd Quarter</p> <p>On Occurrence</p>
EMAP STANDARD 4.15 – Crisis Communications, Public Education and Information	
<ul style="list-style-type: none"> Provide public education, information programs and presentations that provide education and information through the whole cycle of emergency management: preparedness, response, recovery and mitigation. 	<p>As requested</p>

Tony Reavley
Print Local Director

Tony Reavley
Signature

11/08/2012
Date

RICHARD D. TAYLOR
Print Area Coordinator

[Signature]
Signature

11/08/2012
Date

William S. Worth
Print Regional Director

[Signature]
Signature

11/16/12
Date Approved



Hamilton County Board of Commissioners RESOLUTION

No. 214-30

A RESOLUTION ACCEPTING THE BID OF BROOKER FORD, INC. FOR THREE (3) 4X4 UTILITY VEHICLES AMOUNTING TO \$94,395.00 FOR EMERGENCY SERVICES AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for three (3) 4X4 utility vehicles for Emergency Services/EMS; and,

WHEREAS, the bid from Brooker Ford, Inc. amounting to \$94,395.00 was considered to be the lowest and best bid received; and,

WHEREAS, there are sufficient previously budgeted funds available to the requisitioning department.

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

That the bid of Brooker Ford, Inc. for three (3) 4X4 utility vehicles amounting to \$94,395.00 for Emergency Services is hereby accepted, said bid being the lowest and best bid received, and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

February 19, 2014

Date

Linda, I have gone over these specs and discussed questions with several of the lowest 5 vendors. I have eliminated the first four proposals as not meeting specs. That leaves Brooker Ford as the lowest bid meeting specs. The following is the reason each of the others were eliminated:

Moss Motor – Bid vehicle without a floor console and with steering column shifting. The console is needed in order to mount our emergency lighting controls and our radios. The column shifter will interfere with our radio mountings and microphone mounting.

Columbia Chrysler Dodge – Vehicle does not have minimum cargo space, has a compact spare tire, has non-specified tire sizes, and has no luggage rack.

Mtn. View Ford and Prater Ford – Vehicle is bid with factory window tint, does not have darker limousine tint as specified. This is needed in order to protect from weather and observation expensive equipment carried in the back of the vehicles. Specified tinting is available at additional cost after market, as per the vendor representative.

I have discussed this with Director Reavley and he is comfortable with Brooker Ford being the lowest bid meeting specifications.

Thanks for your help in this.

Ken

Bid#: 0114-088
Hamilton County, TN

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for three (3) 4X4 utility vehicles for Hamilton County Emergency Services. Bid pricing must include shipping/delivery to Chattanooga, Tennessee.

BID SUBMISSION REQUIREMENTS:

The bidder must complete and deliver an original and one (1) hard copy of its bid response document in a sealed envelope before 10:30 a.m. (ET) on January 28, 2014 to the Hamilton County Purchasing Director at the address specified below.

The outside of the envelope/package containing the bid should be clearly marked with the following statement "BID#0114-088: (3) Utility Vehicles". Any sealed envelope(s) enclosed within this envelope/package should also be clearly marked with the same label.

NOTE: IMPORTANT DELIVER/MAILING INSTRUCTIONS

NOTE: There are two different addresses – the one you use will be dependent on the means you select for the return of the proposal. 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 must be received in the Purchasing Department by the specified deadline.

<u>US POSTAL SERVICE (USPS) ADDRESS</u>	<u>COMMON CARRIER / HAND DELIVERY ADDRESS</u>
Gail B. Roppo	Gail B. Roppo
Director of Purchasing	Director of Purchasing
Bid #0114-088 (3) 4x4 Utility Vehicles	Bid #0114-088 (3) 4x4 Utility Vehicles
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

CONTACTS:

Questions regarding product specifications should be directed to Ken Wilkerson, Hamilton County Emergency Services at (423) 209-6900.

Questions regarding bid procedures should be directed to Linda Chumbler, Hamilton County Purchasing Department, and (423) 209-6350.

DETAILED BID SPECIFICATIONS – Three (3) 4X4 Utility Vehicles:

Items found in this section set forth the County’s minimum expectations for new and unused, current year model, 4X4 utility vehicles sought through this bid document. Each item in each of the following categories must be completed. Please respond as instructed. Please indicate to what extent your proposed vehicle meets each of the specifications listed below by placing an “X” in either the “MEETS OR EXCEEDS” or “DOES NOT MEET” column. If your equipment does not meet any specification, please explain using the comments column. All bids are F.O.B. Chattanooga, Tennessee.

Note: *If quoting more than one make/model of vehicle, a separate vendor/manufacturers’ specification sheet must be provided for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Engine Size: 5.3 L V-8 Minimum			
Drive Train: Four wheel drive			
Wheelbase: 118” – 135”			
Skid Plate: Transfer Case and Fuel Tank			
Cargo Capacity: 50 cu.ft. minimum with 2 nd seat up			
Alternator: 130 amp minimum			
Fuel Tank: Minimum 26 gallons			
Exterior Color: to be determined			
Interior Color: Blue, Black or Grey			
Radio: AM/FM Stereo w/CD			
Tires: Five (5) full size 265/70Rx17 all terrain			
Wheels: 17” Aluminum or Styled Steel			
Shock Absorbers: Heavy Duty			
Glass: Heavy tinted Glass (Limousine if possible)			

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Instrumentation: Full instrumentation			
Lamps: Halogen Fog Lamps			
Payload Capacity: 1500 lbs. minimum			
Transmission: Minimum 4-speed Automatic w/Overdrive			
Passenger Capacity: Minimum 5 passenger w/o third seat			
Bumpers: Front and rear bumpers color coded to vehicle color			
Mirrors: Dual Outside Mirrors, power-adjustable			
Power Windows & Door Locks: Front & rear required			
Brakes: 4-wheel antilock heavy duty power brakes (ABS)			
Flooring: Carpet or rubber flooring			
Seats: Front Bucket seats w/floor console and additional power points			
Overhead Console: Storage w/light			
Vehicle Cab Height: Minimum 70 inches			
Ground Clearance: 7.9 inches minimum			
Rear Liftgate: Minimum door height 32 inches			
Coolers: Auxiliary transmission & engine oil coolers			
Parking Brake: Foot operated/hand released parking brake			
Luggage Rack: Roof luggage rack			
Hood Release: Remote			
Windshield Wipers: Intermittent / variable			
Transmission: 4x4 Shift-on-fly			
Air Conditioning: Front & Rear factory installed			

Bid#: 0114-088
Hamilton County, TN

SPECIFICATIONS – MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Towing Package: 7 point connector w/ hitch-receiver			
Doors: 4 Doors			
All Standard Equipment furnished by Manufacturer			
Include Manufacturer's warranty information			
Include Manufacturer's Vehicle Spec Sheet with bid			
Delivery included in bid price. F.O.B. Chattanooga, Tennessee			

Pricing:

A. Make/Model: _____

B. Total Bid Price: _____

C. Delivery: _____

D. Terms: _____

Bid Submitted By:

Company Name: _____

Contact Name: _____

Contact Title: _____

Contact Phone: _____

Contact Email: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

Ken Jordan, Title VI /EEO Officer
Telephone: 423.209.6146
Fax: 423.209.6145
Email: TitleVI@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. **WARRANTIES:** All warranty information must be furnished.
37. **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 0114-088 - Log
(3) 4x4 Utility Vehicles

1/15/2014 7:36 AM Eastern

Bids Due Date/Time: 1/28/2014 10:30:00 AM Eastern

Visible to Vendors: Currently Visible **Bids Due:** 1/28/2014 10:30:00 AM Eastern
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Message Summary	Message Detail	Document Detail
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<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
1/15/2014 7:35:57AM	Eastern	Linda Chumbler	0114-088 - (3) 4x4 Utility Vehicles	Invitation	Please click on the above solicitation number to access bid documents.	172	8

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Please run the attached ad on January 15, 2014, in the legal notices.

LEGAL NOTICE

Bids for three (3) current year model, new and unused, 4X4 Utility Vehicles will be opened at 10:30 AM (ET) on January 28, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Specifications and bid delivery instructions are available by contacting the Purchasing Department at (423-209-6350) or at www.hamiltontn.gov/purchasing.

Hamilton County,
Gail B. Roppo
Director of Purchasing



(3) 4X4 Utility Vehicles
January 28, 2014

Emergency Medical Services
10:30 A.M.

Vendors:	Brooker	Mid-Tenn	Allan Vigil	Beaman	Country	Don	Mtn. View
	Ford, Inc.	Ford Truck	Ford	Automotive	Ford	Ledford	Chevrolet
		Sales	Lincoln	Group		Auto Park	(HC)
Total Bid Price:	\$94,395.00	\$96,000.00	\$96,861.00	\$96,927.00	\$98,137.05	\$115,149.00	\$120,384.00
Each Price:	\$31,465.00	\$32,000.00	\$32,287.00	\$32,309.00	\$32,712.35	\$38,383.00	\$40,128.00
Make/Model:	2014 Ford	2015 Chev.	2015 Chev.				
	Expedition	Expedition	Expedition	Expedition	Expedition	Tahoe	Suburban
Delivery:	8-10 weeks	75 days	8-10 weeks	90 days	45-60 days	8-12 wks.	8-10 wks.
Terms:	Net 28 days	Net 30	C.O.D.				

Request For Bids:	
Newspaper Ad:	1/15/2014
Vendor Notification:	172
Vendor Response:	11
Budgeted:	Capital Outlay

Submitted a bid, but did not meet specs:
Moss Motor Co, Inc.
Chrysler Dodge Jeep Ram of Columbia
Mtn. View Ford Lincoln
Prater Ford, Inc.



Hamilton County Board of Commissioners RESOLUTION

No. 214-31

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 ENTER INTO AND EXECUTE A LETTER OF AGREEMENT WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF TOBACCO PREVENTION SERVICES FOR THE TIME PERIOD OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2017, ACCEPTING FUNDS IN AN AMOUNT OF \$285,165 PER YEAR, AND AMENDING THE 2013/2014 BUDGET BY INCREASING REVENUES BY \$285,165 AND EXPENSES BY \$81,197 WITH THE REMAINING REVENUE BALANCE CARRYING FORWARD INTO THE 2014/2015 FISCAL YEAR.

WHEREAS, an objective of the Chattanooga-Hamilton County Health Department is to protect the public’s health through tobacco use prevention services and activities; and,

WHEREAS, the State Department of Health desires to enter into a letter of agreement with Chattanooga-Hamilton County Health Department for these activities for the time period of January 1, 2014 through December 31, 2017 in an amount of \$285,165 per year; and,

WHEREAS, the State Department of Health desires to advance the funds to the Health Department in one lump sum for services to be provided during January 1, 2014 – December 31, 2014; and,

WHEREAS, these activities are for the protection and well-being of the citizens of 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 letter of agreement with the Tennessee Department of Health for the provision of Tobacco prevention services for the time period of January 1, 2014 through December 31, 2017, accepting funds in an amount of \$285,165 per year, and amending the 2013/2014 budget by increasing revenues by \$285,165 and expenses by \$81,197 with the remaining revenue balance carrying forward into the 2014/2015 fiscal year.

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

February 19, 2014

Date



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

LETTER OF AGREEMENT: SPECIAL NEEDS FUNDING

Date: January 7, 2014

To: Rebekah Barnes, Director
Chattanooga-Hamilton County
921 East Third Street
Chattanooga, TN 37403

From: Bruce Behringer, Deputy Commissioner
Continuous Improvement and Training, TDH

Subject: Special Needs Funding (Tobacco Settlement) – Letter of Agreement

The Commissioner for the Tennessee Department of Health has approved your request for special needs funds. This is the first of three annual payments for this project, the total sum of which will be determined by the future availability of funds and your county's progress towards the goals established in your county plan. The Commissioner is authorized to approve special needs funding pursuant to TCA § 68-2-901.

If you choose to accept the award of these funds to your county, please indicate acceptance by signing this agreement (see spaces designated below for signature, etc.). Your signature on this agreement acknowledges your acceptance of the terms and conditions noted below:

Terms and Conditions

- 1) The detailed plan (projects/activities) and budget must be approved by the Tennessee Department of Health.
- 2) The funding can only be used for the purposes outlined in your plan (projects/activities) submitted to the Department. If these funds are not used for this purpose, they must be returned to the state by the county. If the funds are used for this purpose, continue the execution of the program described in the plan (projects/activities) submitted until all funds are expended.

- 3) You and any subcontractor used by your county to expend funds towards this plan (projects/activities) shall maintain documentation for all charges under this Letter of Agreement. The books, records, and documents (and those books, records and documents of a subcontractor), insofar as they relate to work performed or money received under this Letter of Agreement, 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 agency, the Comptroller of the Treasury, or duly appointed representatives. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- 4) The plan (project/activities) conducted and records maintained pursuant to this Letter of Agreement shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- 5) The County shall submit brief, periodic progress reports to the State as requested.
- 6) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from your county for payments made to Chattanooga-Hamilton County under this agreement.

We appreciate our partnership with you in providing quality public health services in Chattanooga-Hamilton County and look forward to working with you on this important project. Attached to this Letter of Agreement will be a copy of the county activities associated with your projects for which these Special Needs Funds – (Tobacco Settlement funds) will be expended and a second attachment with your budget for these Tobacco Settlement funds.

Please return this agreement to:

**Bruce Behringer, Deputy Commissioner
Continuous Improvement & Training
Tennessee Department of Health
Andrew Johnson Tower, 5th Floor
710 James Robertson Parkway
Nashville, TN 37243**

Please retain a copy of this Letter of Agreement for your records.

On behalf of Chattanooga-Hamilton County, I hereby agree to the aforementioned terms and conditions as part of the conditions in accepting the check or automated clearing house payment (bank draft) in the amount of \$285,165.

Official Signature

Date

Jim M. Coppinger

Official's Name (please print)

County Mayor

Official's Title or Position

(423) 209-8000

Daytime Contact Phone Number

Notary and Date

 2/5/14

GRANTEE SIGNATURE DATE

Becky Barnes, Administrator

PRINTED NAME & TITLE OF GRANTEE

Hamilton County Activities in Conducting Tobacco Settlement Projects

Tennessee Tobacco Settlement Initiative 2014

Baby and Me Tobacco Free Project

1. Participate in statewide training opportunities for all counties implementing the Baby and Me Tobacco Free project
2. Partner with Centering Pregnancy, the Blues Project, WIC, and MCO medical providers to plan and implement Baby and Me Tobacco Free
3. Purchase equipment, supplies, promotional and educational materials
4. Establish referral processes with physicians, clinics and hospitals that provide prenatal and delivery services for county women
5. Develop partnerships with MCO insurance providers

Gold Sneaker/ABC123 Project

1. Promote Head Start and Childcare Center policy updates to include e-cigarettes and 2nd/3rd hand smoke
2. Update ABC123 curriculum to include e-cigarettes and 3rd hand smoke
3. Partner with Head Start to develop appropriate tobacco messaging materials for staff and parents
4. Partner with Head Start to include promotion of parental goals of reducing 2nd/3rd hand smoke to their infants and children and tobacco cessation classes and support through Family Service Advocates
5. Conduct in-services with Head Start staff and parent groups to educate them on e-cigarettes, 2nd/3rd hand smoke, and employment/insurance limitations for smokers
6. Promote the Gold Sneaker program to potential child care facilities
7. Promote the ABC123 curriculum to potential child care facilities
8. Participate in statewide training opportunities for all counties implementing the Gold Sneaker project

Michigan Model/Policy and Curriculum Update Focus Project

1. Collaborate with Hamilton County PE/Wellness/Health teachers to update the Michigan model curriculum to include education about e cigarettes, 2nd/3rd hand smoke, employment/insurance limitations, and updated cessation information
2. Distribute and encourage the inclusion of updated tobacco education in all PE/Wellness/Health classes
3. Collaborate with the Hamilton County school district to update their tobacco policy to include e-cigarettes and all tobacco products and promote tobacco free campuses
4. Collaborate with the Hamilton County school district to provide consistent signage reflecting a comprehensive tobacco-free campus policy for every school and campus.
5. Participate in inservices to update school district faculty and staff on e-cigarettes, 2nd/3rd hand smoke, employment/insurance restrictions, and tobacco cessation
6. Participate in statewide training opportunities for all counties implementing the Michigan Model project

CEASE/Sooner Quit

1. Partner with the Pediatric Healthcare Improvement Coalition to plan implementation of CEASE/Sooner Quit in cooperation with pediatric providers
2. Provide provider trainings on CEASE/Sooner Quit
3. Begin to develop logistics of implementation

Tennessee Tobacco Settlement 2014

County: Chattanooga-Hamilton County
 Responsible Person: Becky Barnes
 Date: 20-Dec-13

Budget Estimate by Project

Budget amount	\$ 285,165	
Pregnancy Smoking		
\$ 85,165	Project title:	Baby and Me Tobacco Free
\$	Project title:	_____
\$	Project title:	_____
Second hand smoke		
\$ 35,000	Project title:	Gold Sneaker ABC123
\$ 95,000	Project title:	CEASE/Sooner Quit
\$	Project title:	_____
School Age children		
\$ 15,000	Project title:	Michigan Model
\$ 55,000	Project title:	Policy Signs
	Project title:	_____
<hr/>		
\$	285,165	Total Year 1 Costs

Budget Estimate by Line Item for all Projects

Budget amount	
\$ 65,000	Salaries and benefits
\$ 50,000	Supplies
\$ 5,000	Travel
\$ 4,000	Professional Services or subcontract fees
\$ 15,000	Conferences and meetings
	Specific assistance to individuals and organizations
\$ 16,000	(incentives)
\$ 50,000	Signs for Schools and Parks
\$ 80,165	Media/Mass Messaging
<hr/>	
\$ 285,165	Total Year 1 Costs



Hamilton County Board of Commissioners RESOLUTION

No. 214-32

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 ENTER INTO AND EXECUTE A CONTRACT FOR \$70,600 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF COMMUNITY HEALTH PREVENTION SERVICES FOR THE TIME PERIOD BEGINNING JANUARY 1, 2014 THROUGH JUNE 30, 2018, ACCEPTING FUNDS IN AN AMOUNT OF \$70,600 PER YEAR, AND AMENDING THE 2013/2014 BUDGET BY INCREASING REVENUES BY \$70,600 AND EXPENSES BY \$70,600.

WHEREAS, an objective of the Chattanooga-Hamilton County Health Department is to protect the public’s health through health prevention services and activities; and,

WHEREAS, the State Department of Health desires to contract with Chattanooga-Hamilton County Health Department for these activities in the amount of \$70,600 per year for the time period of January 1, 2014 through June 30, 2018; and,

WHEREAS, these activities are for the protection and well-being of the citizens of 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 accepting \$70,600 per year in State funds for the purpose of providing community health prevention activities for the time period of January 1, 2014 through June 30, 2018 amending the budget as specified.

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

Click here to enter a date.

Date

**GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date January 1, 2014	End Date June 30, 2018	Agency Tracking # 34352-07914	Edison ID		
Contractor Legal Entity Name Chattanooga-Hamilton County Health Department			Edison Vendor ID 4208		
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA # 93.945			
Service Caption (one line only) Chronic Disease Management and School Health Promotion Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014		\$70,600			\$70,600
2015		\$70,600			\$70,600
2016		\$70,600			\$70,600
2017		\$70,600			\$70,600
2018		\$70,600			\$70,600
TOTAL:		\$353,000			\$353,000
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
Speed Chart (optional) HL00017078, HL00000755, HL00000764, HL00008281, HL00017079, HL00017080, HL00012150		Account Code (optional) 71301000			

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

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Chattanooga-Hamilton County Health Department, hereinafter referred to as the "Grantee," is for the provision of Chronic Disease Management and School Health Promotion Services, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. Service Definitions:

- a. PHE means a Public Health Educator.
- b. Gold Sneaker refers to a Tennessee initiative developed to enhance policies related to physical activity and nutrition in licensed child care facilities across the state.
- c. "Targeted schools" are those schools in the county which have been selected by mutual agreement of the State and the local school board.

A.3. Service Goal: To improve the health and well-being of individuals in Hamilton County through improved nutrition, physical activity, and chronic disease self-management.

A.4. Service Recipients: Tennesseans who live in or visit Hamilton County.

A.5. Service Description: The Grantee shall:

- a. Develop and submit for the State's review and approval an Annual Work Plan by February 1, 2014 that includes goals, objectives, strategies and key partners with outcomes based on the proposed Scope of Service. The Grantee shall submit subsequent Annual Work Plans by August 1, 2014, August 1, 2015, August 1, 2016 and August 1, 2017 respectively.
- b. Provide one (1) full time PHE to serve the Chattanooga-Hamilton County Health Department. At a minimum, the PHE shall provide the following services:
 - (1) Promote the Gold Sneaker initiative at conferences, meetings and through advertising in news media, and local community events;
 - (2) Recruit and train at least two (2) day care providers in each year of the Contract to achieve Gold Sneaker certification;
 - (3) Promote healthful nutrition through increased utilization of local farmers markets;
 - (4) Promote Joint-Use agreements in communities through local boards of education and county health councils;

- (5) Promote the online "Park Location Finder" and "Recreational Joint Use Agreement Finder" tools developed by the Tennessee Recreation and Parks Association to communities, health care organizations, and schools to encourage physical activity;
- (6) Promote healthful nutrition at targeted schools utilizing the US Department of Agriculture Food Service Guidelines/nutrition standards (found at <http://www.fns.usda.gov/cnd/governance/regulations.htm>) which include reducing sodium;
- (7) Partner with targeted schools to increase the amount of daily, quality physical education/activity in schools;
- (8) Promote and market American Diabetes Association - recognized (ADA), American Association of Diabetes Educators –accredited (AADE), and Stanford University diabetes programs to people diagnosed with diabetes in the community; and
- (9) Implement innovative strategies designed in collaboration with the Tennessee Department of Health and Governor's Foundation for Health and Wellness to promote and reinforce healthful behaviors in local communities.

A.6. Service Reporting: The Grantee shall submit to the State mid-year progress reports in a format provided by the State no later than January 31 of each year of the Contract term. The Grantee shall submit to the State annual progress reports in a format provided by the State no later than July 31 of each year of the Contract term.

A.7. Service Deliverables:

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
<i>Submit an Annual Work Plan</i>	A.5.a.	February 1, 2014, August 1, 2014, August 1, 2015, August 1, 2016 and August 1, 2017	Director, TDH Chronic Disease Program	MS Word
<i>Hire and maintain one full-time PHE</i>	A.5.b.	January 1, 2014 and throughout the Contract term	Chattanooga-Hamilton County Health Department	N/A
<i>Promote Gold Sneaker Initiative</i>	A.5.b.(1)	On-going	Meeting, conference and local community event participants and in media	To Be Determined
<i>Train two (2) day care providers on Gold Sneaker policies</i>	A.5.b.(2)	In each year of the Contract	Two (2) day care providers	In person

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
<i>Promote utilization of farmer's markets</i>	A.5.b.(3)	On-going	Residents of Hamilton County	To Be Determined
<i>Promote joint-use agreements</i>	A.5.b.(4)	On-going	Local school boards and county health councils	To Be Determined
<i>Promote on-line tools developed by the Tennessee Recreation and parks Association</i>	A.5.b.(5)	On-going	Communities, organizations and schools in Hamilton County	To Be Determined
<i>Promote US Department of Agriculture Food Service Guidelines</i>	A.5.b.(6)	On-going	Targeted schools in Hamilton County	To Be Determined
<i>Complete one (1) Stanford Leader training</i>	A.5.b.(8)	No later than June 30, 2014	PHE	In person
<i>Promote and market diabetes programs</i>	A.5.b.(8)	Throughout the term of the Contract	Residents of Hamilton County	To Be Determined
<i>Implement strategies to promote and reinforce healthful behaviors</i>	A.5.b.(9)	To Be Determined	Residents of Hamilton County	To Be Determined
<i>Submit Mid-Year reports</i>	A.6.	By January 15 in 2015, 2016, 2017, and 2018	Director, TDH Chronic Disease Program	To Be Determined
<i>Submit Annual Reports</i>	A.6.	By July 15 in 2014, 2015, 2016, 2017, and 2018	Director, TDH Chronic Disease Program	To Be Determined

- A.8. Inspection and Acceptance: Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination in terms of acceptance of the work being performed under this Contract. All "To Be Determined" instances mentioned in the document shall be proposed by the Grantee and accepted by the State.
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsection b. below); and
 - b. the Grantee's most recent approved Annual Work Plan incorporated to elaborate supplementary scope of services specifications.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning January 1, 2014, and ending on June 30, 2018. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Fifty Three Thousand Dollars (\$353,000). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. 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 work, as described in section A of this Grant Contract, the Grantee shall submit invoices (Attachment 2) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

By email: Theresa.w.bledsoe@tn.gov

By regular mail:

Invoice Administrator
 Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Health/ Division of Family Health and Wellness.
 - (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, and/or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may 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 a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 3).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said 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 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 contract period 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 cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost 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 contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, 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 contract period.
- 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 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 as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee 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 or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present 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 said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

- b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant 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. Except as specifically provided herein, this Grant 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 Grant Contract without cause for any reason. Said termination shall not be deemed a breach of 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 which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any 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 Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, 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 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 be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Form to Report Lobbying," 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 section 1352, title 31, *U.S. Code*.

- D.8. 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees 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.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 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 agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.

- D.13. 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.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.16. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.17. 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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant 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 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.
- The Grantee, being a political subdivision of the State, 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.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant 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.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.22. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.25. 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, 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 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. 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:

Laurie Stanton, Chronic Disease Director
 Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: Laurie.Stanton@tn.gov
 Telephone #: (615) 532-8192
 FAX #: (615) 532-7189

The Grantee:

Rebekah Barnes, Director
 Chattanooga-Hamilton County Health Department
 921 East Third Street
 Chattanooga, Tennessee 37403-2102
 Email Address: BeckyB@mail.hamiltontn.gov
 Telephone # (423) 209-8000
 FAX # (423) 209-8001

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 Grant 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 Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of 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.
- E.4. 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.
- E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

- E.6. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.7. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this 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 HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.8. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.10. 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.11. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
- c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

- E.12. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverages shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E.13. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers:

93.945 – Chronic Disease Prevention and Health Promotion

IN WITNESS WHEREOF,

CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT:

Rebekah Barnes

2/5/14

GRANTEE SIGNATURE

DATE

Rebekah Barnes, Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

HAMILTON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Jim M. Coppinger, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

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

DATE

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

Chattanooga-Hamilton County Health Department - Chronic Disease Management and School Health Promotion Services Roll-Up				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2014, and ending June 30, 2018.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$175,900.00	\$0.00	\$175,900.00
2	Benefits & Taxes	\$122,400.00	\$0.00	\$122,400.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$41,400.00	\$0.00	\$41,400.00
6	Telephone	\$500.00	\$0.00	\$500.00
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	\$10,000.00	\$0.00	\$10,000.00
11, 12	Travel/ Conferences & Meetings ²	\$2,800.00	\$0.00	\$2,800.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$353,000.00	\$0.00	\$353,000.00

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

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

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 2)

Chattanooga-Hamilton County Health Department - Chronic Disease Management and School Health Promotion Services				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2014, and ending June 30, 2014.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ <small>(detail schedule(s) attached as applicable)</small>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$19,500.00	\$0.00	\$19,500.00
2	Benefits & Taxes	\$13,600.00	\$0.00	\$13,600.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$25,400.00	\$0.00	\$25,400.00
6	Telephone	\$500.00	\$0.00	\$500.00
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	\$10,000.00	\$0.00	\$10,000.00
11, 12	Travel/ Conferences & Meetings ²	\$1,600.00	\$0.00	\$1,600.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$70,600.00	\$0.00	\$70,600.00

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

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

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

SALARIES	AMOUNT
Vacant, Health Educator, \$3,258.17 X 6 months X 100%	\$19,549.02
TOTAL ROUNDED	\$19,500.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$800.00
State Training	\$800.00
TOTAL	\$1,600.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 4)

Chattanooga-Hamilton County Health Department - Chronic Disease Management and School Health Promotion Services				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2014, and ending June 30, 2015.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$39,100.00	\$0.00	\$39,100.00
2	Benefits & Taxes	\$27,200.00	\$0.00	\$27,200.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$4,000.00	\$0.00	\$4,000.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$300.00	\$0.00	\$300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$70,600.00	\$0.00	\$70,600.00

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

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

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

SALARIES	AMOUNT
Vacant, Health Educator, \$3,258.17 X 12 months X 100%	\$39,098.04
TOTAL ROUNDED	\$39,100.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$150.00
State Training	\$150.00
TOTAL	\$300.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 6)

Chattanooga-Hamilton County Health Department - Chronic Disease Management and School Health Promotion Services				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2015, and ending June 30, 2016.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$39,100.00	\$0.00	\$39,100.00
2	Benefits & Taxes	\$27,200.00	\$0.00	\$27,200.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$4,000.00	\$0.00	\$4,000.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$300.00	\$0.00	\$300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$70,600.00	\$0.00	\$70,600.00

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

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

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

SALARIES	AMOUNT
Vacant, Health Educator, \$3,258.17 X 12 months X 100%	\$39,098.04
TOTAL ROUNDED	\$39,100.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$150.00
State Training	\$150.00
TOTAL	\$300.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 8)

Chattanooga-Hamilton County Health Department - Chronic Disease Management and School Health Promotion 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, 2017.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$39,100.00	\$0.00	\$39,100.00
2	Benefits & Taxes	\$27,200.00	\$0.00	\$27,200.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$4,000.00	\$0.00	\$4,000.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$300.00	\$0.00	\$300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$70,600.00	\$0.00	\$70,600.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 9)

SALARIES	AMOUNT
Vacant, Health Educator, \$3,258.17 X 12 months X 100%	\$39,098.04
TOTAL ROUNDED	\$39,100.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$150.00
State Training	\$150.00
TOTAL	\$300.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 10)

Chattanooga-Hamilton County Health Department - Chronic Disease Management and School Health Promotion 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 ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$39,100.00	\$0.00	\$39,100.00
2	Benefits & Taxes	\$27,200.00	\$0.00	\$27,200.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$4,000.00	\$0.00	\$4,000.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$300.00	\$0.00	\$300.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$70,600.00	\$0.00	\$70,600.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 11)

SALARIES	AMOUNT
Vacant, Health Educator, \$3,258.17 X 12 months X 100%	\$39,098.04
TOTAL ROUNDED	\$39,100.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
Local Travel	\$150.00
State Training	\$150.00
TOTAL	\$300.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				INVOICE NUMBER		
				INVOICE DATE		
				INVOICE PERIOD		
				FROM		TO
				CONTRACT PERIOD		TO
				FROM		
FEDERAL ID#		Edison Vendor #		CONTACT PERSON/TELEPHONE NO.		
CONTRACTING STATE AGENCY Tennessee Department of Health						
DIVISION NAME/PROGRAM AREA				ACCOUNT/GRANTOR NUMBER		
CONTRACT NUMBER						
BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) YTD ACTUAL REIMBURSED THROUGH	(C) MONTHLY EXPENDITURES DUE	PROJECT ID & ACTIVITY	SPEEDCHART NUMBER	
Salaries						
Benefits						
Professional Fee/Grant & Award						
Supplies						
Telephone						
Postage & Shipping						
Occupancy						
Equipment Rental & Maintenance						
Printing & Publications						
Travel/Conferences & Meetings						
Interest						
Insurance						
Specific Assistance to Individuals						
Depreciation						
Other Non Personnel						
Capital Purchase						
Indirect Cost						
SUBTOTAL						
Revenue						
TOTAL						

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

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

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION FOR FISCAL USE ONLY

 Title: _____
 Date: _____

 Title: _____
 Date: _____

 Title: _____
 Date: _____

ATTACHMENT: 2

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

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

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

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

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

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

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

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

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

**Tennessee Department of Health
Funding Information Summary**

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____
AGENCY FISCAL YEAR END (MM/DD) _____

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

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

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

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

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

Cost step down. _____

Other (describe) _____

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

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

<u>CONTRACTOR/GRANTEE</u>	<u>FEDERAL ID #</u>
<u>CONTRACTING STATE AGENCY</u>	<u>REPORT PERIOD</u>
Program #	
Contract Number	
Grant Period	
Program Name	
Service Name	

Schedule A

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

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE	FEDERAL ID #
CONTRACTING STATE AGENCY	REPORT PERIOD
Program #	_____
Contract Number	_____
Grant Period	_____
Program Name	_____
Service Name	_____

Schedule B

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

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

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



Hamilton County Board of Commissioners RESOLUTION

No. 214-33

A RESOLUTION AUTHORIZING THE PAYMENT OF FORTY FIVE THOUSAND DOLLARS (\$45,000.00) IN SETTLEMENT OF A CLAIM AGAINST HAMILTON COUNTY AND THE HAMILTON COUNTY SHERIFF’S OFFICE AS BROUGHT BY CECIL VANCE FOR A PERSONAL INJURIES.

WHEREAS, litigation has been instituted against Hamilton County, Tennessee, and the Hamilton County Sheriff’s Office by Cecil Vance for the an alleged accidental shooting which occurred while conducting a search of said Cecil Vance’s residence; and

WHEREAS, through non-binding mediation involving representatives of the interested parties, and subject to the approval of this county legislative body, a settlement of Forty Five Thousand Dollars (\$45,000.00) has been reached for the complete satisfaction of any and all claims that said Cecil Vance has, or might have, against both Hamilton County and the Hamilton County Sheriff’s Office; and

WHEREAS, this county legislative body feels that the payment of said amount would be in the best interest of the citizens of Hamilton County, and would bring about a fair disposition of this matter;

WHEREAS, this amount is available through the Self Insurance Program.

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

That the payment of Forty Five Thousand Dollars (\$45,000.00) is hereby authorized to be paid to Cecil Vance for the full and complete settlement of any and all claims that he has, or might have, against Hamilton County and the Hamilton County Sheriff’s Office for personal injuries received by said Cecil Vance when he was accidentally shot by a Hamilton County Sheriff’s deputy while conducting a search warrant at said Cecil Vance’s residence.

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

February 19, 2014

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 214-34

A RESOLUTION TO APPROVE THE FIRM OF ARTECH DESIGN GROUP, INC. FOR DESIGN OF THE DALLAS BAY FIREHALL #2 ADDITION.

WHEREAS, Resolution 287-23 was approved by this Legislative Body, on February 4, 1987, for the selection of architects and engineers and, in accordance with the adopted procedures, the County Mayor recommends the firm of Artech Design Group, Inc. to design the Dallas Bay Firehall #2 Addition; and,

WHEREAS, a contract and design fee will be approved by the County Commission before design begins.

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

That the firm of Artech Design Group, Inc. is approved to design the addition to the Dallas Bay Firehall #2.

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

February 19, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 214-35

A RESOLUTION TO APPROVE THE FIRM OF HEFFERLIN + KRONENBERG ARCHITECTS FOR DESIGN OF A NEW TRI-COMMUNITY FIREHALL #3.

WHEREAS, Resolution 287-23 was approved by this Legislative Body, on February 4, 1987, for the selection of architects and engineers and, in accordance with the adopted procedures, the County Mayor recommends the firm of Hefferlin + Kronenberg Architects to design the new Tri-Community Firehall #3.

WHEREAS, a contract and design fee will be approved by the County Commission before design begins.

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

That the firm of Hefferlin + Kronenberg Architects is approved to design a new Tri-Community Firehall #3.

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

February 19, 2014

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 214-36

A RESOLUTION TO APPROVE THE FIRM OF MICHAEL BRADY, INC. FOR DESIGN OF A NEW SALE CREEK FIREHALL HEADQUARTERS.

WHEREAS, Resolution 287-23 was approved by this Legislative Body, on February 4, 1987, for the selection of architects and engineers and, in accordance with the adopted procedures, the County Mayor recommends the firm of Michael Brady, Inc. to design the new Sale Creek Firehall Headquarters.

WHEREAS, a contract and design fee will be approved by the County Commission before design begins.

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

That the firm of Michael Brady, Inc. is approved to design a new Sale Creek Firehall Headquarters.

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

February 19, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 214-37

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO INCREASE PAYMENT TO PSC METALS, INC. FOR TWO (2) EASEMENTS IN THE AMOUNT OF \$ _____ REQUIRED FOR CONSTRUCTION OF THE TENNESSEE RIVERWALK DOWNTOWN SEGMENT PHASE 1 AND 2.

WHEREAS, Resolution 114-24 was approved by this Legislative Body on January 15, 2014 authorizing payment of \$167,175.00 to PSC Metals, Inc. for two (2) easements; and;

WHEREAS, the payment needs to be increased by \$ _____ ; and;

WHEREAS, 80% of the funding cost will be paid by the Federal Highway Administration (FHWA) and the remaining 20% will be paid with private funds; and;

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

That the County Mayor is authorized to increase the payment to PSC Metals, Inc. for easements necessary to construct the Tennessee Riverwalk Downtown Segment Phase 1 and 2 for an amount of \$ _____.

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

February 19, 2014

Date



Hamilton County Board of Commissioners RESOLUTION

No. 114-24

A RESOLUTION AUTHORIZING PAYMENT FOR TWO (2) EASEMENTS IN THE AMOUNT OF \$167,175.00 REQUIRED FOR THE CONSTRUCTION OF THE TENNESSEE RIVERWALK DOWNTOWN SEGMENT PHASE 1 AND 2, AND AUTHORIZING THE COUNTY MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, Hamilton County and a number of local public and private partners are working together to extend the Tennessee Riverwalk from Ross's Landing to St. Elmo; and;

WHEREAS, in order to facilitate further extension of the Tennessee Riverwalk payment to PSC Metals Inc. for two (2) easements totaling \$167,175.00 is required; and;

WHEREAS, 80% of the funding cost will be paid by the Federal Highway Administration (FHWA) and the remaining 20% will be paid with private funds; and;

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

That authorization of payment for two (2) easements necessary for construction of the Tennessee Riverwalk Downtown Segment Phase 1 and 2 totaling \$167,175.00 is approved, and the County Mayor is authorized to execute the attached or similar easements.

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

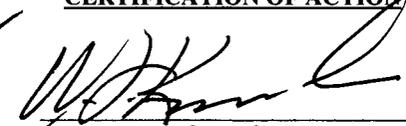
CERTIFICATION OF ACTION

Approved:

Rejected:

Approved:

Vetoed:



County Clerk



County Mayor

January 15, 2014

Date