

Hamilton County Board of County Commissioners

AGENDA

January 07, 2015

ROLL CALL

INVOCATION - **Commissioner Mackey**

PLEDGE TO THE FLAG - **Commissioner Mackey**

Presentation	Commissioner Randy Fairbanks honoring Daisy Elementary student Madison Cravey for Outstanding Community Service.
Minutes	Recessed Meeting - November 26, 2014
Minutes	Agenda Session - November 26, 2014
Minutes	Regular Meeting - December 3, 2014
Minutes	Recessed Meeting - December 10, 2014
Minutes	Recessed Meeting - December 17, 2014
Minutes	Recessed Meeting - December 24, 2014
Report	Criminal Court Clerk's Report - September and October 2014
Report	Order of Designation - Planning Commission - Todd Leamon - December 8, 2014
Report	County Trustee Monthly Report November 2014
Report	County Trustee Excess Fee Report November 2014
Report	Savannah Valley Utility District - Reappointment of Floyd D. Ferrell
Res. No. 115-1	A Resolution to approve and accept applications for notary public positions.
Res. No. 115-2	A Resolution to rezone from A-1 Agricultural District to R-3 Residential Apartment District, part of properties located at 4821 Patten town Road and 4906 Bobby Jeffery Drive.
Res. No. 115-3	A Resolution to Amend the Hamilton County Zoning Regulations by adding Section 107 to article iii in order to define vested rights in the context of development plans.
Res. No. 115-4	A Resolution accepting the bid of Chrysler Dodge Jeep Ram of Columbia for two (2) crew cab pickup trucks amounting to \$48,624.00 for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 115-5	A Resolution accepting the bid of Mountain View Ford for one (1) prisoner transport/cargo van amounting to \$26,520.00 for the Sheriff's Department and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 115-6	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. 115-7	A Resolution accepting the bid of Mountain View Ford for model year contract unit pricing for fleet police pursuit utility vehicles for Hamilton County and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 115-8	A Resolution accepting the bid of Mountain View Ford for one (1) 4x2 utility vehicle for the Hamilton County Trustee's Office amounting to \$19,116.00 and to amend the General Fund Capital Outlay Budget from previously unbudgeted funds and authorizing the County Mayor to sign any contracts necessary to implement this Resolution.
Res. No. 115-9	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 \$150,050 (one hundred fifty thousand and fifty dollars).
Res. No. 115-10	A Resolution accepting the bid of Lawson Electric Company, Inc. for installation, termination, testing, programming and certification of a Bogen Quantum Intercom System at East Brainerd Elementary School amounting to \$29,700.00 for the Telecommunications Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.

- Res. No. 115-11 A Resolution accepting the bid of ClearLine Networks, LLC for installation, termination, testing, programming and certification of the communications cabling for East Brainerd Elementary School amounting to \$79,000.00 for the Telecommunications Department and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 115-12 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district roads and to establish speed limits therefore: Owens Gate Pass and Scarlet Ridge.
- Res. No. 115-13 A Resolution to amend the "Master List of Roads and Speed Limits" so as to accept the following district road and to establish a speed limit therefore: Sedgefield Drive as extended.
- Res. No. 115-14 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 therefore: Tuckahoe Pass and Chimney Rock Trail.
- Res. No. 115-15 A Resolution to authorize the County Mayor to enter into and execute an agreement with Barge, Waggoner, Sumner & Cannon, Inc. for engineering design services for demolition and site clearing on a portion of the Enterprise South Industrial Park Supplier Park for an amount not to exceed \$58,600.00.
- Res. No. 115-16 A Resolution to authorize the County Mayor to enter into and execute an agreement with Barge, Waggoner, Sumner & Cannon, Inc. for master planning services for the Enterprise South Industrial Park Supplier Park for an amount not to exceed \$25,000.00.
- Res. No. 115-17 A Resolution to authorize the County Mayor to enter into and execute an agreement with S & ME Inc. for environmental permitting services for the Enterprise South Industrial Park Supplier Park for an amount not to exceed \$18,580.00.
- Res. No. 115-18 A Resolution ratifying the purchase of gasoline and diesel fuel for the period of November 1, 2014, through November 30, 2014, and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 115-19 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 County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 115-20 A Resolution approving the purchase of two (2) mid-size sedans from the contract unit pricing for fleet staff sedans from Don Ledford Auto Park for the Hamilton County District Attorney's Office amounting to \$37,950.00 and to amend the District Attorney's General Fund Capital Outlay Budget from previously unbudgeted funds and to authorize the County Mayor to sign any contracts necessary to implement this Resolution.
- Res. No. 115-21 A Resolution approving the expenditure of fifty thousand dollars (\$50,000.00) in discretionary funds (as allotted to District Two) toward the purchase of a fire engine for Walden Ridge Emergency Services.

ANNOUNCEMENTS

DELEGATIONS ON MATTERS OTHER THAN ZONING

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

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
NOVEMBER 26, 2014**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) November 26, 2014

BE IT REMEMBERED, that on this 26th day of November, 2014, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

Present and presiding was the Honorable Jim Fields, 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 Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, and Chairman Fields. Commissioner Smedley was absent. Total present - 8. Total absent – 1.

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

Chairman Fields reported that Commisioner Smedley was ill and would not be able to attend today’s meeting.

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
NOVEMBER 26, 2014**

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

Chairman Fields asked Commissioners and the Mayor's staff if there was any business to be brought before the Recessed Meeting.

Hearing none, Chairman Fields declared the meeting adjourned.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
NOVEMBER 26, 2014**

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Agenda Preparation Session
November 26, 2014

BE IT REMEMBERED, that on this 26th day of November, 2014, an Agenda Preparation Session of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit:--

Present and presiding was the Honorable Jim Fields, 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 Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, and Chairman Fields. Commissioner Smedley was absent. Total present - 8. Total absent – 1.

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

Chairman Fields reported during the Recessed Meeting that Commissioner Smedley was ill and would not be able to attend today's meeting.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
NOVEMBER 26, 2014**

COMMITTEE ASSIGNMENTS

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

- The Trustee Excess Fee Report for the month of October 2014 would be submitted as a matter of record.
- The Trustee Monthly Report for the month of October 2014 would be submitted as a matter of record.
- Resolution No. 1214-1 was the usual County Clerk item regarding notaries, etc. This required no committee assignment.
- Resolution No. 1214-2, 1214-3, and 1214-8 were heard by a Committee of the Whole.
- Resolutions No. 1214-4 through 1214-7 were assigned to the Finance Committee, chaired by Commissioner Graham.

Chairman Fields asked that Resolution No. 1214-8 be heard by a Committee of the Whole at this time.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 1214-8

Steve Hiatt, with the Chamber of Commerce, spoke regarding this Resolution which would authorize the Mayor to enter into a Payment in Lieu of Taxes (PILOT) agreement with Southern Champion Tray, L.P. and Southland Partners Project. Mr. Hiatt noted that Southern Champion Tray had been located in Chattanooga since 1927 and currently employed approximately 450 workers in the area. This expansion would

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
NOVEMBER 26, 2014**

result in an estimated \$18,000,000 of new investment in real and personal property and create 105 new jobs with an estimated average salary of \$45,000 and include employee benefits. The school portion of the tax, which was over \$371,000, would be paid.

Mr. Hiatt welcomed Southern Champion Tray President and CEO John Zeiser, Vice President of Operations Brian Hunt, and Miller & Martin attorney Mark Smith, who were in attendance.

Mayor Coppinger and members of the Commission expressed their appreciation to Mr. Zeiser and Southern Champion Tray for their longstanding commitment to Hamilton County.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 1214-2

Mayor Coppinger spoke concerning this Resolution, which would approve the continued engaging of Will Denami as Lobbyist for Hamilton County before the Tennessee General Assembly. He stated that terms of the agreement, including the \$20,000 payment, had not changed since the previous year.

Upon questioning by Commissioner Graham, Mayor Coppinger responded that he felt that the services provided by Mr. Denami were very valuable to the County. He

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
NOVEMBER 26, 2014**

had been very responsive in keeping County officials informed on proposed legislative changes as well as promoting those matters which County officials had requested consideration by the General Assembly.

COMMITTEE OF THE WHOLE – RESOLUTION NO. 1214-3

Commissioner Boyd spoke regarding this Resolution, which would ratify the purchase of a sculpture from artist Andrew Light amounting to \$11,670 from his Commission discretionary funds. He reported that the sculpture was originally displayed in the Riverpark and had been on loan from the artist. Commissioner Boyd was approached by residents of Brainerd Hills neighborhood about the possibility of putting the art on permanent display in a pocket park at the entrance to the neighborhood. This Resolution would allocate a portion of his discretionary funds to do so.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Members of the Commission, Attorney Taylor, and Mayor Coppinger wished everyone a safe and happy Thanksgiving.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
NOVEMBER 26, 2014**

Commissioner Haynes wished his mother a happy birthday. She will be 81 years old on Friday.

Commissioner Boyd reported that he had attended the Endure for a Cure Alzheimer's Benefit Fundraiser Event at Embassy Suites Waterside last Friday, November 21st. He thanked all those involved for their efforts in making this a successful event. He noted that the benefit had been attended by special guests Senator Bob Corker, former Deputy to Governor Haslam Claude Ramsey, as well Commissioner Boyd's son, Justin who was the keynote speaker.

Mayor Coppinger announced that a breakfast meeting with the State Legislative Delegation would be held on Tuesday, December 9th at 7:30 AM in the Roosevelt Room at the Chattanooga Choo-Choo.

Mayor Coppinger announced that Christmas at the Courthouse would be held in the Courthouse beginning Monday, December 1st and ending Friday, December 12th. He noted that he and the Commission would be honored on Friday, December 12th.

Chairman Fields announced a revised Commission meeting schedule for the month of December. He stated that the Wednesday, December 3rd Regular Meeting would be recessed to December 10th. If there were no business the meeting would

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
NOVEMBER 26, 2014**

recess to December 17th, and then to December 24th. If it becomes necessary for Commissioners to attend on any of those dates, each Commissioner will receive notice to appear. If no business needs to be conducted, the Commission would next meet on Wednesday, December 31, 2014. Committees of the Commission would meet prior to that meeting at 8:30 a.m. to discuss items on the agenda. Members of his staff along with the County Attorney would convene each of those sessions and recess to the next scheduled date.

DELEGATIONS

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

Being no further business, Chairman Fields declared the meeting adjourned until Wednesday, December 3rd at 9:30 AM.

**HAMILTON COUNTY COMMISSION
AGENDA PREPARATION SESSION
NOVEMBER 26, 2014**

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date



Clerk's Initials

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
DECEMBER 3, 2014**

STATE OF TENNESSEE) Regular Meeting
COUNTY OF HAMILTON) December 3, 2014

BE IT REMEMBERED, that on this 3rd day of December, 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 Jim Fields, Chairman. County Clerk Bill Knowles called the roll of the County Commission and the following, constituting a quorum, answered to their names: Commissioner Beck, Commissioner Boyd, Commissioner Fairbanks, Commissioner Graham, Commissioner Haynes, Commissioner Mackey, Commissioner Smedley, and Chairman Fields. Commissioner Bankston was absent. Total present - 8. Total absent – 1.

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

Chairman Fields informed the Commission that Commissioner Bankston was ill and would not be in attendance.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
DECEMBER 3, 2014**

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

Commissioner Fairbanks introduced Mitch McClure, Pastor of Middle Valley Church of God and former County Commissioner, who gave the invocation. Pastor McClure asked that those individuals serving in the military be remembered in everyone's thoughts and prayers. He noted that his son was currently stationed in Liberia, serving in the United States Army. Commissioner Fairbanks led in the pledge to the flag.

APPROVAL OF MINUTES

ON MOTION of Commissioner Boyd, seconded by Commissioner Haynes, that the minutes of the Recessed Meeting of November 12, 2014, the Agenda Preparation Session of November 12, 2014, the Regular Meeting of November 19, 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 Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Fairbanks was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
DECEMBER 3, 2014**

TRUSTEE'S EXCESS FEE REPORT

The Trustee's excess fee report for October 2014 was submitted and made a matter of record.

TRUSTEE'S MONTHLY REPORT

The Trustee's monthly report for October 2014 was submitted and made a matter of record.

**RESOLUTION NO. 1214-1 A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARY PUBLIC POSITIONS AND OATH OF DEPUTY
SHERIFF.**

ON MOTION of Commissioner Boyd, seconded by Commissioner Beck, to adopt Resolution No. 1214-1. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
DECEMBER 3, 2014**

Fields, "Aye". Commissioner Bankston was absent. Total present – 8. Total absent – 1.
Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1214-2 A RESOLUTION APPROVING THE CONTINUED
ENGAGING OF WILL DENAMI AS LOBBYIST FOR HAMILTON COUNTY BEFORE
THE TENNESSEE GENERAL ASSEMBLY.**

Chairman Fields reported that Resolution No. 1214-2 had been heard by a
Committee of the Whole.

ON MOTION of Commissioner Beck, seconded by Commissioner Graham, to
adopt Resolution No. 1214-2. The foregoing Resolution was unanimously adopted on a
Roll Call vote, with the following members of the County Commission being present and
voting as follows: Commissioner Beck, "Aye"; Commissioner Boyd, "Aye";
Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes,
"Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman
Fields, "Aye". Commissioner Bankston was absent. Total present – 8. Total absent – 1.
Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1214-3 A RESOLUTION RATIFYING THE PURCHASE OF A
SCULPTURE FROM ARTIST ANDREW LIGHT AMOUNTING TO \$11,670.00 FROM
COMMISSION DISCRETIONARY FUNDS AND AUTHORIZING THE COUNTY**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
DECEMBER 3, 2014**

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

Chairman Fields reported that Resolution No. 1214-3 had been heard by a Committee of the Whole.

ON MOTION of Commissioner Boyd, seconded by Commissioner Mackey, to adopt Resolution No. 1214-3. 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 Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Bankston was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

**RESOLUTION NO. 1214-8 A RESOLUTION TO MAKE CERTAIN FINDINGS
RELATING TO THE SOUTHERN CHAMPION TRAY, L.P. AND SOUTHLAND
PARTNERS PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE
INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CHATTANOOGA, AND TO
AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN
AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.**

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
DECEMBER 3, 2014**

Chairman Fields reported that Resolution No. 1214-8 had been heard by a Committee of the Whole.

ON MOTION of Commissioner Beck, seconded by Commissioner Graham, to adopt Resolution No. 1214-8. The foregoing Resolution was unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Bankston was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

Chairman Fields asked that Resolutions No. 1214-4 through 1214-7 be considered together at this time.

RESOLUTION NO. 1214-4 A RESOLUTION ACCEPTING THE BID OF GENTRY & PAINTER, INC. FOR ONE (1) YEAR CONTRACT PRICING, BEGINNING DECEMBER 3, 2014, THROUGH DECEMBER 2, 2015, FOR TWO (2) MASONS AND ONE (1) LABORER AMOUNTING TO \$98.00 PER HOUR FOR THE MAINTENANCE DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
DECEMBER 3, 2014**

RESOLUTION NO. 1214-5 A RESOLUTION APPROVING AN UPGRADE TO THE FINANCIAL/HUMAN RESOURCES SOFTWARE SYSTEM (IFAS) FOR HAMILTON COUNTY GENERAL GOVERNMENT IN AN AMOUNT NOT TO EXCEED \$258,650.00 AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

RESOLUTION NO. 1214-6 A RESOLUTION TO AMEND ARTICLE IV OF THE DECLARATION OF TRUST OF THE HAMILTON COUNTY BOARD OF COMMISSIONERS INTEGRAL PART TRUST FOR OTHER POST EMPLOYMENT BENEFITS IN ORDER TO COMPLY WITH LEGISLATION THAT AMENDED TENNESSEE CODE ANNOTATED (TCA) SECTION 8-50-1204(A), THE "OTHER POST EMPLOYMENT BENEFIT (OPEB) INVESTMENT TRUST ACT OF 2006."

RESOLUTION NO. 1214-7 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 DEPARTMENT, FOR THE TIME PERIOD APRIL 1, 2015 – MARCH 31, 2016 IN AN AMOUNT NOT TO EXCEED \$215,000 TO SUPPORT THE MEDICAL CASE MANAGEMENT OF PERSONS INFECTED WITH HIV/AIDS IN HAMILTON COUNTY.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
DECEMBER 3, 2014**

Commissioner Graham provided details regarding Resolutions No. 1214-4 through 1214-7 and stated that the Finance Committee reviewed and recommended approval.

ON MOTION of Commissioner Graham, seconded by Commissioner Mackey, to adopt Resolutions No. 1214-4 through 1214-7. The foregoing Resolutions were unanimously adopted on a Roll Call vote, with the following members of the County Commission being present and voting as follows: Commissioner Beck, "Aye"; Commissioner Boyd, "Aye"; Commissioner Fairbanks, "Aye"; Commissioner Graham, "Aye"; Commissioner Haynes, "Aye"; Commissioner Mackey, "Aye"; Commissioner Smedley, "Aye"; and Chairman Fields, "Aye". Commissioner Bankston was absent. Total present – 8. Total absent – 1. Total "Aye" votes – 8. Total "Nay" votes – 0.

ANNOUNCEMENTS

Chairman Fields asked for announcements from members of the Commission.

Several members of the Commission welcomed Pastor McClure and expressed their appreciation for his numerous involvements throughout the community.

Members of the Commission, Attorney Taylor, and Mayor Coppinger wished everyone a safe and happy Christmas holiday season.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
DECEMBER 3, 2014**

Commissioner Boyd, Chairman of the Education Committee, reminded everyone that a joint meeting would be held with the Education Committee and the Hamilton County Board of Education's Facilities Committee. The meeting would be held at Battle Academy on Wednesday, December 10th at 8:00 AM. He stated his intent to report back to the Commission concerning this meeting during the Wednesday, December 31st Agenda Session.

Mayor Coppinger reminded everyone that a breakfast meeting with the State Legislative Delegation would be held on Tuesday, December 9th at 7:30 AM in the Roosevelt Room at the Chattanooga Choo-Choo.

Mayor Coppinger encouraged everyone to support the University of Tennessee at Chattanooga (UTC) football team, who would be competing at Finley Stadium on Saturday, December 6th in the NCAA FCS Playoffs.

Chairman Fields reminded everyone regarding the revised Commission meeting schedule for the month of December. He stated that today's meeting will be recessed to December 10th. If no business is scheduled for the 10th it will be recessed to December 17th, and then if no business is scheduled the Commission will be in recess to December 24th. The County Attorney and a member of the County Clerk's staff will be present at each recessed meeting to announce the recess.

**HAMILTON COUNTY COMMISSION
REGULAR MEETING
DECEMBER 3, 2014**

If it becomes necessary to transact business at any of the aforementioned recessed dates each Commissioner will receive prior notice to attend.

The Commission will officially be in session December 31st. Commissioners and/or Committees will meet at 8:30 a.m. prior to the Commission meeting to discuss the agenda or other matters that may be necessary.

DELEGATIONS

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

There being no further business, Chairman Fields declared the meeting in recess until Wednesday, December 10, 2014 at 9:30 AM.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date

WJK
Clerk's Initials

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
DECEMBER 10, 2014**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) December 10, 2014

BE IT REMEMBERED, that on this 10th day of December, 2014, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

Present was County Attorney Rheubin Taylor, Chief Deputy County Clerk Debbie Rollins, and Deputy County Clerk Michael Clark.

County Attorney Taylor announced that there was no business to be conducted by the County Commission. The meeting would stand in recess until Wednesday, December 17, 2014.

Being no further business and no quorum present the meeting was recessed until Wednesday, December 17, 2014.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date WJK
 Clerk's Initials

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
DECEMBER 17, 2014**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) December 17, 2014

BE IT REMEMBERED, that on this 17th day of December, 2014, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

Present was Assistant County Attorney Dee Hobbs, Chief Deputy County Clerk Debbie Rollins, and Deputy County Clerk Michael Clark.

Assistant County Attorney Hobbs announced that there was no business to be conducted by the County Commission. The meeting would stand in recess until Wednesday, December 24, 2014.

Being no further business and no quorum present the meeting was recessed until Wednesday, December 24, 2014.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date WJK
 Clerk's Initials

**RECESSED MEETING
HAMILTON COUNTY COMMISSION
DECEMBER 24, 2014**

STATE OF TENNESSEE) Recessed Meeting
COUNTY OF HAMILTON) December 24, 2014

BE IT REMEMBERED, that on this 24th day of December, 2014, a Recessed Meeting of the Hamilton County Board of Commissioners was begun and held at the Courthouse, in the City of Chattanooga, in the County Commission Room, when the following proceedings were held, to wit: --

Present was County Attorney Rheubin Taylor and Deputy County Clerk Michael Clark.

County Attorney Taylor announced that there was no business to be conducted by the County Commission. The meeting would stand in recess until Wednesday, December 31, 2014.

Being no further business and no quorum present the meeting was recessed until Wednesday, December 31, 2014.

Respectfully submitted:



William F. (Bill) Knowles, County Clerk

Approved:

Date WJK
 Clerk's Initials

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

To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

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

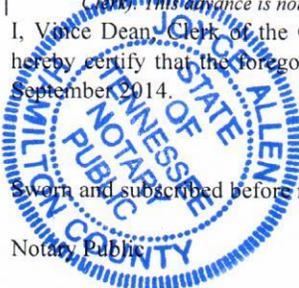
MONTH: September 2014

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
REVENUES, per IFAS			
Fees and Commissions			
Criminal Division	\$ 97,064.83		\$ 97,064.83
Sessions Division	48,270.77		48,270.77
Delinquent Collections		\$ 82,187.97	82,187.97
Interest			
Criminal Division	276.22		276.22
Sessions Division	(300.16)		(300.16)
Delinquent Collections		220.93	220.93
Computer Service fees			
Criminal Division	1,054.00		1,054.00
Sessions Division	2,400.84		2,400.84
Delinquent Collections			-
Advance from Hamilton County			-
Other (reversal of prior year accruals)			
Criminal Division			-
Sessions Division			-
TOTAL REVENUES	148,766.50	82,408.90	231,175.40

EXPENDITURES, per IFAS			
Salaries			
Criminal Division	48,473.77		48,473.77
Sessions Division	58,720.44		58,720.44
Delinquent Collections		7,518.38	7,518.38
Employee Benefits - Delinquent Collections		5,335.04	5,335.04
Other operating expenditures			
Criminal Division			-
Delinquent Collections		1,913.27	1,913.27
Other - Adjustments			
Criminal Division	(9,274.79)		(9,274.79)
Sessions Division	(13,198.36)		(13,198.36)
Delinquent Collections		22,473.15	22,473.15
Excess Fees paid to County			-
TOTAL EXPENDITURES	84,721.06	37,239.84	121,960.90
REVENUES OVER (UNDER) EXPENDITURES	64,045.44	45,169.06	109,214.50
BALANCE AT THE BEGINNING OF MONTH	-	-	-
BALANCE AT THE END OF MONTH (Note)	\$ 64,045.44	\$ 45,169.06	\$ 109,214.50

Note - In accordance with County Commission Resolution 814-45, the County General Fund granted an advance of \$500,000 to the Criminal Court Clerk in September 2014 (the commencement of Vince Dean's term as Criminal Court Clerk). This advance is not reflected in the above monthly Clerk Report.

I, Vince Dean, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for September 2014.



Vince Dean

Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 20 day of November, 2014

Notary Public

My Commission Expires: 1-21-18

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

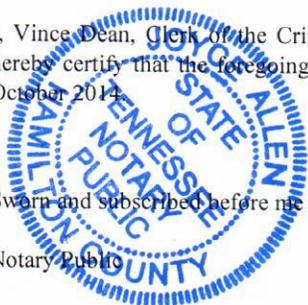
To: Jim Coppinger, County Mayor
Hamilton County, Tennessee

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

MONTH: October 2014

	CRIMINAL AND SESSIONS DIVISIONS	DELINQUENT COLLECTIONS DIVISION	TOTAL
REVENUES, per IFAS			
Fees and Commissions			
Criminal Division	\$ 189,589.48		\$ 189,589.48
Sessions Division	53,080.37		53,080.37
Delinquent Collections		\$ 48,047.11	48,047.11
Interest			
Criminal Division	295.19		295.19
Sessions Division	(309.90)		(309.90)
Delinquent Collections		222.78	222.78
Computer Service fees			
Criminal Division	2,492.00		2,492.00
Sessions Division	2,636.02		2,636.02
Delinquent Collections			-
Appropriation from Hamilton County			-
Other (reversal of prior year accruals)			
Criminal Division			-
Sessions Division			-
TOTAL REVENUES	247,783.16	48,269.89	296,053.05
EXPENDITURES, per IFAS			
Salaries			
Criminal Division	85,733.24		85,733.24
Sessions Division	98,887.25		98,887.25
Delinquent Collections		12,606.40	12,606.40
Employee Benefits - Delinquent Collections		5,385.00	5,385.00
Other operating expenditures			
Criminal Division			-
Delinquent Collections		1,454.38	1,454.38
Other - Adjustments			
Criminal Division	(12,251.52)		(12,251.52)
Sessions Division	(10,011.48)		(10,011.48)
Delinquent Collections		22,263.00	22,263.00
Excess Fees paid to County - Criminal Division			-
TOTAL EXPENDITURES	162,357.49	41,708.78	204,066.27
REVENUES OVER (UNDER) EXPENDITURES	85,425.67	6,561.11	91,986.78
BALANCE AT THE BEGINNING OF MONTH	64,045.44	45,169.06	109,214.50
BALANCE AT THE END OF MONTH	\$ 149,471.11	\$ 51,730.17	\$ 201,201.28

I, Vince Dean, Clerk of the Criminal Court and Clerk of the Criminal Division of General Sessions, do hereby certify that the foregoing is a true and correct report of the Clerks receipts and disbursements for October 2014.



Vince Dean

Vince Dean, Criminal Court Clerk

Sworn and subscribed before me this the 20 day of November, 2014

Notary Public

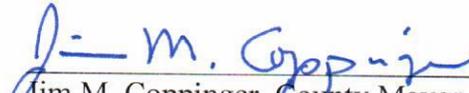
My Commission Expires: 1-21-18

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): December 8, 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.

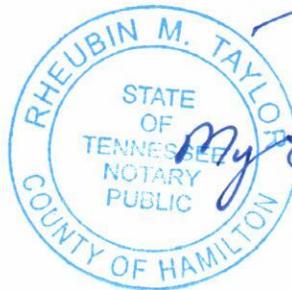
This the 1st day of December, 2014.


Jim M. Coppinger, County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On the 1st day of December, 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 1st day of December, 2014.




Notary Public

My Commission Expires: May 17, 2017



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: December 10, 2014

In accordance with TCA §67-5-1902, I am attaching a copy of the monthly Trustee report for the month of November 2014.

WFK/dkr

Cc: County Mayor Jim Coppinger
County Auditor Bill McGriff
Finance Administrator Albert Kiser
Patricia Moore, Legislative Administrator

**Hamilton County
Trustee Report**

For the Date Range: 11/01/2014 to 11/30/2014

RECEIVED
Date 12-10-14
By Debbie Rollins
W.F. (Bill) Knowles
County Clerk

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Cash in Bank					
11001	PETTY CASH	2,151.98	1,202.00	901.00	2,452.98
11004	CASH WITH US BANK	0.00	0.00	0.00	0.00
11010	TRUSTEE CONCENTRATION	21,060,868.49	73,320,797.16	61,747,795.21	32,633,870.44
11020	CHILD CARE	273,162.55	232,813.43	273,744.55	232,231.43
11030	FOOD SERVICE DEPOSITORY	4,396,601.40	2,422,255.13	2,834,774.84	3,984,081.69
11040	SHERIFF COMMISSARY	182,366.48	71,938.21	62,287.02	192,017.67
11060	1ST TN GENERAL	0.00	713.55	713.55	0.00
	Total Cash in Bank	<u>25,915,150.90</u>	<u>76,049,719.48</u>	<u>64,920,216.17</u>	<u>37,044,654.21</u>
Bank Deposits in Transit					
11015	CASH RECEIPTS SWEEP	(15,097.83)	33,750,589.31	33,727,511.10	7,980.38
11050	BOE CASH RECEIPT SWEEP	(0.00)	38,300,252.22	38,300,252.22	0.00
	Total Bank Deposits in Transit	<u>(15,097.83)</u>	<u>72,050,841.53</u>	<u>72,027,763.32</u>	<u>7,980.38</u>
Bank Outstanding Checks					
22201	A/P CHECK PAYABLE	(554,771.25)	6,964,313.15	7,978,154.80	(1,568,612.90)
22202	FOOD SERVICE CHECK PAYABLE	(264,594.62)	1,867,733.49	1,790,359.90	(187,221.03)
22203	SHERIFF COMMISSARY CHECK PAYAB	(14,435.83)	35,269.87	41,581.08	(20,747.04)
22206	DOE A/P CHECK PAYABLE	(2,667,960.21)	9,615,994.69	9,304,292.95	(2,356,258.47)
22280	COUNTY PAYROLL CHECKS PAYABLE	(4,214.71)	4,202,389.23	4,202,323.79	(4,149.27)
22281	DOE PAYROLL CHECK PAYABLE	(15,881.26)	10,936,178.79	10,934,167.52	(13,869.99)
22285	DOE PAYROLL TAX PAYABLE	(61,542.10)	3,940,146.09	3,978,045.24	(99,441.25)
22286	DOE RETIREMENT PLANS	(43,953.93)	2,032,724.03	2,032,724.03	(43,953.93)
	Total Bank Outstanding Checks	<u>(3,627,353.91)</u>	<u>39,594,749.34</u>	<u>40,261,649.31</u>	<u>(4,294,253.88)</u>
	TOTAL CASH	<u>22,272,699.16</u>	<u>187,695,310.35</u>	<u>177,209,628.80</u>	<u>32,758,380.71</u>
Other Assets					
11402	DUE FROM BAD CHECKS	885.07	355.66	355.66	885.07
	Total Other Assets	<u>885.07</u>	<u>355.66</u>	<u>355.66</u>	<u>885.07</u>

Hamilton County Trustee Report

For the Date Range: 11/01/2014 to 11/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
TOTAL ASSETS		22,273,584.23	187,695,666.01	177,209,984.46	32,759,265.78
Other Assets					
11102	CLERK & MASTER	56,201.52	0.00	56,201.52	0.00
Total Other Assets		56,201.52	0.00	56,201.52	0.00
TOTAL ASSETS		22,329,785.75	187,695,666.01	177,266,185.98	32,759,265.78
Cash Held for Hamilton County Funds					
22250	BOARD OF EDUCATION	(14,870,429.97)	28,752,915.84	28,634,839.80	(14,752,353.93)
22251	FOOD SERVICE	(4,161,478.78)	2,563,328.28	2,195,603.72	(3,793,754.22)
22255	BOE PAYROLL	55,834.38	18,018,545.38	17,981,765.86	92,613.90
22256	BOE SELF INSURANCE	(886,843.53)	4,966,972.12	5,024,449.33	(944,320.74)
22257	CAPITAL MAINTENANCE	7,855.89	154,587.10	250,007.47	(87,564.48)
22401	EXCESS FEES	(486,374.20)	585,962.22	478,609.95	(379,021.93)
22407	PAYROLL COUNTY	(824,711.33)	6,983,424.11	6,970,283.65	(811,570.87)
22408	STORMWATER	(836,223.99)	45,256.42	23,570.07	(814,537.64)
22409	DRUG COURT	6,885.25	19,703.16	42,512.68	(15,924.27)
22410	COUNTY GENERAL	2,832,057.18	33,000,508.08	36,291,221.96	(458,656.70)
22412	GENERAL DEBT SERVICE	(552.95)	80,317.76	80,280.44	(515.63)
22413	OPEB TRUST	12,443.42	2.59	0.00	12,446.01
22414	EMPLOYEES RETIREMENT	(130,493.96)	12,210.91	10,000.00	(128,283.05)
22415	TEACHERS RETIREMENT	(5,217.55)	600.00	299.00	(4,916.55)
22416	LAW LIBRARY	(489.76)	2,765.98	2,764.46	(488.24)
22418	ECONOMIC CRIMES	(500.10)	2,619.29	2,619.37	(500.18)
22419	GEN GOV'T BOND PROJECTS	799,787.39	187,143.82	0.00	986,931.21
22420	CAPITAL PROJECTS	(9,666.70)	25,667.80	25,816.47	(9,815.37)
22421	INDUSTRIAL DEVELOPMENT	(2,500.52)	5,221.33	5,221.33	(2,500.52)
22422	RIVERWALK/FISHING PIER	(5,001.04)	908,594.00	714,614.35	188,978.61
22423	RECREATION CAPITAL PROJECTS	(44.59)	10,452.26	5,478.80	4,928.87
22426	SELF INSURANCE	(1,678.14)	5,448,909.57	5,449,803.27	(2,571.84)
22428	LIABILITY INSURANCE	4,200.03	214,593.55	221,291.22	(2,497.64)
22430	HOTEL/MOTEL	(501,075.70)	501,075.70	548,743.72	(548,743.72)

Hamilton County Trustee Report

For the Date Range: 11/01/2014 to 11/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22434	JUVENILE COURT CLERK AGENCY	(1,068.33)	357,109.66	356,964.83	(923.50)
22435	FACILITY BONDS-SERIES 2010A	(2,808.62)	0.00	0.59	(2,809.21)
22436	BOND FUND-SERIES 2010B	(878,138.62)	0.00	182.95	(878,321.57)
22437	ECONOMIC BONDS-SERIES 2010C	0.00	0.00	0.00	0.00
22447	11 BOND	(0.03)	0.00	0.00	(0.03)
22449	SCHOOL CAPITAL PROJECTS FUND	(335,726.45)	1,749,647.95	3,671,103.56	(2,257,182.06)
22461	CRIMINAL COURT	(1,535,949.90)	3,832,451.87	195,613.39	2,100,888.58
22462	CRIMINAL COURT SESSIONS	1,395,365.27	341,494.44	6,110,023.31	(4,373,163.60)
22463	DELINQUENT COLLECTIONS	(1,058,369.30)	2,639,851.94	81,121.79	1,500,360.85
22470	2013A BOND	(105.94)	0.00	52.06	(158.00)
22471	2013B BOND REFUNDING	(446.19)	0.00	0.09	(446.28)
22472	LINE OF CREDIT	196,814.78	3,671,103.54	4,000,025.97	(132,107.65)
22483	SHERIFF	(10,795.98)	4,716,579.79	4,710,478.03	(4,694.22)
22484	DRUG ENFORCEMENT-SHERIFF	(418.08)	37,102.48	37,147.26	(462.86)
22485	TN STATE SEX OFFENDER	(56,325.51)	588.99	1,061.65	(56,798.17)
22489	SHERIFF'S SPECIAL PROJECTS	(6,737.61)	0.00	1.40	(6,739.01)
22498	SYMPRO INVESTMENT POOL	475,350.69	25,003,962.93	31,277,916.45	(5,798,602.83)
Total Cash Held for Hamilton County Funds		<u>(20,823,579.09)</u>	<u>144,841,270.86</u>	<u>155,401,490.25</u>	<u>(31,383,798.48)</u>
Cash Held for Others					
11403	DUE FROM BANKRUPTCY COURT	(17,536.03)	0.00	0.00	(17,536.03)
22801	OVER/SHORT	(614.70)	0.00	14.21	(628.91)
23302	PARTIAL TAXES-PENDING PAYMENT	0.00	0.00	0.00	0.00
Total Cash Held for Others		<u>(18,150.73)</u>	<u>0.00</u>	<u>14.21</u>	<u>(18,164.94)</u>
Clearing Account Activity					
11016	PROPERTY TAX SWEEP	1,434.10	13,978,141.51	13,978,141.51	1,434.10
22800	INTEREST PAYMENT FUTURE	(0.00)	9,617.72	9,617.72	(0.00)
Total Clearing Account Activity		<u>1,434.10</u>	<u>13,987,759.23</u>	<u>13,987,759.23</u>	<u>1,434.10</u>
Liabilities not Applicable					
22200	VENDOR-SYSTEM	0.00	75,983.04	77,541.28	(1,558.24)

Hamilton County Trustee Report

For the Date Range: 11/01/2014 to 11/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22205	OTHER	0.00	0.00	0.00	0.00
22400	TEMPORARY CASH TRANSFER	0.00	8,000,000.00	8,000,000.00	0.00
22538	COUNTY REFUNDS	(33,897.66)	0.00	0.00	(33,897.66)
Total Liabilities not Applicable		<u>(33,897.66)</u>	<u>8,075,983.04</u>	<u>8,077,541.28</u>	<u>(35,455.90)</u>
Clearing Account Activity - County Funds					
Key: 0001130 COUNTY OCCUPANCY TAX					
22751	HOTEL MOTEL OCCUPANCY TAX	(0.00)	560,938.50	560,938.50	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	11,197.64	11,197.64	0.00
Total for Org Key: 0001130 COUNTY OCCUPANCY TAX		<u>(0.00)</u>	<u>572,136.14</u>	<u>572,136.14</u>	<u>(0.00)</u>
Key: 0001150 DEPARTMENT OF EDUCATION					
22701	PROPERTY TAX	0.00	5,306,551.23	5,306,551.23	0.00
22702	OSAP TAX	0.00	0.00	0.00	0.00
22703	IN LIEU OF TAX	0.00	1,414.04	1,414.04	0.00
22704	PERSONALTY TAX	0.00	690,387.20	690,387.20	(0.00)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	27,150.34	27,150.34	(0.00)
22712	OSAP TAX I&P	0.00	0.00	0.00	0.00
22714	PERSONALTY TAX I&P	0.00	925.48	925.48	0.00
22721	PROPERTY TAX REFUNDS	0.00	8,700.46	8,700.46	0.00
22724	PERSONALTY TAX REFUND	0.00	48,077.11	48,077.11	0.00
22731	PROPERTY TAX I&P REUND	0.00	70.90	70.90	0.00
22734	PERSONALTY TAX I&P REFUND	0.00	5.28	5.28	0.00
22799	COMM DUE ON TAX COLLECTED	0.00	119,391.49	119,391.49	0.00
Total		<u>0.00</u>	<u>6,202,673.53</u>	<u>6,202,673.53</u>	<u>0.00</u>
Total for Org Key: 0001150 DEPARTMENT OF EDUCATION		<u>0.00</u>	<u>6,202,673.53</u>	<u>6,202,673.53</u>	<u>0.00</u>
Total Clearing Account Activity - County Funds		<u>0.00</u>	<u>6,774,809.67</u>	<u>6,774,809.67</u>	<u>0.00</u>

Cash Held for Municipalities

Hamilton County Trustee Report

For the Date Range: 11/01/2014 to 11/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Key: 0001010 CITY OF EAST RIDGE					
22701	PROPERTY TAX	(270,411.65)	270,411.65	202,292.94	(202,292.94)
22704	PERSONALTY TAX	(26,473.77)	26,473.77	7,172.00	(7,172.00)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,944.04)	1,944.04	1,314.05	(1,314.05)
22714	PERSONALTY TAX I&P	(1,226.12)	1,226.12	2.07	(2.07)
22721	PROPERTY TAX REFUNDS	484.43	1,062.47	484.43	1,062.47
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(24,797.15)	24,797.15	25,656.70	(25,656.70)
22755	SANITATION	(100,157.16)	100,157.16	86,220.85	(86,220.85)
22756	SANITATION I & P	(630.55)	630.55	600.38	(600.38)
22799	COMM DUE ON TAX COLLECTED	6,239.38	4,450.94	6,239.39	4,450.93
Total Cash Held for Municipalities		<u>(418,916.63)</u>	<u>431,153.85</u>	<u>329,982.81</u>	<u>(317,745.59)</u>
Total for Org Key: 0001010 CITY OF EAST RIDGE		<u>(418,916.63)</u>	<u>431,153.85</u>	<u>329,982.81</u>	<u>(317,745.59)</u>
 Key: 0001020 RED BANK MUNICIPAL					
22701	PROPERTY TAX	(129,948.81)	129,948.81	114,844.64	(114,844.64)
22704	PERSONALTY TAX	(6,053.07)	6,053.07	54,567.61	(54,567.61)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,070.15)	1,070.15	235.34	(235.34)
22714	PERSONALTY TAX I&P	(61.46)	61.46	2.43	(2.43)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22724	PERSONALTY TAX REFUND	0.00	47,205.68	0.00	47,205.68
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22741	STORMWATER FEES	(13,032.00)	13,032.00	13,248.00	(13,248.00)
22742	STORMWATER FEES I&P	(46.44)	46.44	24.30	(24.30)
22755	SANITATION	(55,499.85)	55,499.85	41,856.00	(41,856.00)
22756	SANITATION I & P	(399.06)	399.06	155.52	(155.52)
22799	COMM DUE ON TAX COLLECTED	2,873.44	2,581.61	2,873.45	2,581.60

Hamilton County Trustee Report

For the Date Range: 11/01/2014 to 11/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Total		<u>(203,237.40)</u>	<u>255,898.13</u>	<u>227,807.29</u>	<u>(175,146.56)</u>
Total for Org Key: 0001020 RED BANK MUNICIPAL		<u>(203,237.40)</u>	<u>255,898.13</u>	<u>227,807.29</u>	<u>(175,146.56)</u>
 Key: 0001030 SODDY DAISY MUNICIPAL					
22701	PROPERTY TAX	(163,145.66)	163,145.66	149,030.93	(149,030.93)
22704	PERSONALTY TAX	(8,047.71)	8,047.71	3,686.12	(3,686.12)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(1,859.61)	1,859.61	646.59	(646.59)
22714	PERSONALTY TAX I&P	(3.77)	3.77	14.85	(14.85)
22721	PROPERTY TAX REFUNDS	0.00	497.34	0.00	497.34
22724	PERSONALTY TAX REFUND	0.00	0.00	0.00	0.00
22731	PROPERTY TAX I&P REUND	0.72	0.00	0.72	0.00
22799	COMM DUE ON TAX COLLECTED	3,461.14	3,057.62	3,461.12	3,057.64
Total		<u>(169,594.89)</u>	<u>176,611.71</u>	<u>156,840.33</u>	<u>(149,823.51)</u>
Total for Org Key: 0001030 SODDY DAISY MUNICIPAL		<u>(169,594.89)</u>	<u>176,611.71</u>	<u>156,840.33</u>	<u>(149,823.51)</u>
 Key: 0001040 COLLEGEDALE MUNICIPAL					
22701	PROPERTY TAX	(158,707.69)	158,707.69	137,149.41	(137,149.41)
22704	PERSONALTY TAX	(7,288.13)	7,288.13	10,068.07	(10,068.07)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(681.63)	681.63	19.39	(19.39)
22714	PERSONALTY TAX I&P	(0.96)	0.96	1.73	(1.73)
22721	PROPERTY TAX REFUNDS	0.00	33.15	0.00	33.15
22724	PERSONALTY TAX REFUND	0.00	18.33	0.00	18.33
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22751	HOTEL MOTEL OCCUPANCY TAX	(28.32)	28.32	198.66	(198.66)
22799	COMM DUE ON TAX COLLECTED	3,333.85	2,945.73	3,333.85	2,945.73
Total		<u>(163,372.88)</u>	<u>169,703.94</u>	<u>150,771.11</u>	<u>(144,440.05)</u>

Hamilton County Trustee Report

For the Date Range: 11/01/2014 to 11/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
Total for Org Key: 0001040 COLLEGEDALE MUNICIPAL		<u>(163,372.88)</u>	<u>169,703.94</u>	<u>150,771.11</u>	<u>(144,440.05)</u>
 Key: 0001050 RIDGESIDE MUNICIPAL					
22701	PROPERTY TAX	(14,548.10)	14,548.10	6,424.46	(6,424.46)
22704	PERSONALTY TAX	(12.06)	12.06	0.00	0.00
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	291.21	128.49	291.20	128.50
Total		<u>(14,268.95)</u>	<u>14,688.65</u>	<u>6,715.66</u>	<u>(6,295.96)</u>
Total for Org Key: 0001050 RIDGESIDE MUNICIPAL		<u>(14,268.95)</u>	<u>14,688.65</u>	<u>6,715.66</u>	<u>(6,295.96)</u>
 Key: 0001060 LAKESITE					
22701	PROPERTY TAX	(6,698.27)	6,698.27	5,874.51	(5,874.51)
22704	PERSONALTY TAX	(102.38)	102.38	22.31	(22.31)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(8.44)	8.44	8.86	(8.86)
22714	PERSONALTY TAX I&P	0.00	0.00	0.00	0.00
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	136.18	118.11	136.18	118.11
Total		<u>(6,672.91)</u>	<u>6,927.20</u>	<u>6,041.86</u>	<u>(5,787.57)</u>
Total for Org Key: 0001060 LAKESITE		<u>(6,672.91)</u>	<u>6,927.20</u>	<u>6,041.86</u>	<u>(5,787.57)</u>
 Key: 0001070 WALDEN MUNICIPAL					
22701	PROPERTY TAX	(24,049.08)	24,049.08	16,860.98	(16,860.98)
22704	PERSONALTY TAX	(224.94)	224.94	219.49	(219.49)
22705	IN LIEU OF TAX-EPB	0.00	0.00	0.00	0.00
22711	PROPERTY TAX I&P	(50.21)	50.21	56.88	(56.88)
22721	PROPERTY TAX REFUNDS	0.00	0.00	0.00	0.00

Hamilton County Trustee Report

For the Date Range: 11/01/2014 to 11/30/2014

Object	Description	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
22731	PROPERTY TAX I&P REUND	0.00	0.00	0.00	0.00
22799	COMM DUE ON TAX COLLECTED	486.48	342.75	486.48	342.75
Total		<u>(23,837.75)</u>	<u>24,666.98</u>	<u>17,623.83</u>	<u>(16,794.60)</u>
Total for Org Key: 0001070 WALDEN MUNICIPAL		<u>(23,837.75)</u>	<u>24,666.98</u>	<u>17,623.83</u>	<u>(16,794.60)</u>
Key: 0001080 CITY OF CHATTANOOGA					
22751	HOTEL MOTEL OCCUPANCY TAX	(455,690.96)	456,600.96	508,156.72	(507,246.72)
22775	TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00
Total Key: 0001080 CITY OF CHATTANOOGA		<u>(455,690.96)</u>	<u>456,600.96</u>	<u>508,156.72</u>	<u>(507,246.72)</u>
Total for Org Key: 0001080 CITY OF CHATTANOOGA		<u>(455,690.96)</u>	<u>456,600.96</u>	<u>508,156.72</u>	<u>(507,246.72)</u>
TOTAL CASH HELD FOR MUNICIPALITIES		<u>(1,455,592.37)</u>	<u>2,108,387.56</u>	<u>1,976,075.75</u>	<u>(1,323,280.56)</u>
TOTAL LIABILITIES AND EQUITY		<u>(22,273,584.23)</u>	<u>175,216,074.22</u>	<u>185,701,755.77</u>	<u>(32,759,265.78)</u>
Total for Report:		<u>0.00</u>	<u>362,911,740.23</u>	<u>362,911,740.23</u>	<u>0.00</u>



HAMILTON COUNTY

Office Of The County Clerk

ROOM 201, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402

WILLIAM F. (BILL) KNOWLES
County Clerk

MEMO

TO: Members, Hamilton County Commission

FROM: Bill Knowles *Bill*

DATE: December 10, 2014

Attached is a copy of the monthly Trustee's excess fee report for the month of November 2014.

WFK/dkr

Cc: County Mayor Jim Coppinger
County Auditor Bill McGriff
Finance Administrator Albert Kiser
Patricia Moore, Legislative Administrator

Hamilton County Trustee
 Monthly Report of Fee and Commission Fund
 FISCAL YEAR: 2015

Prepared:JW

	November 2014	YTD November 2014
REVENUES		
44170 - MISCELLANEOUS REFUNDS	-	-
44180 - CONTRACT INCOME	-	-
44201 - STATUTORY FEES 1%	196,137.27	946,020.55
44202 - STATUTORY FEES 2%	282,438.88	962,022.25
44203 - STATUTORY FEES OTHER	20.00	3,743.00
44204 - DELINQUENT TAX FEES	(21,882.01)	147,857.48
46112 - INTEREST	191.21	1,102.77
46116 - INTEREST - NOW ACCOUNTS	-	-
Total REVENUES:	456,905.35	2,060,746.05
EXPENDITURES		
51001 - SALARIES	59,329.47	322,756.38
51001 - CONTRACT EMPLOYEE	-	-
53004 - REP & MAINT AUTOMOBILES	-	-
53014 - BOOKS AND PAMPLETS	-	-
53018 - CELLULAR & PAGER SERVICE	274.61	1,375.81
53037- SPECIAL LEGAL SERVICES	-	-
53042 - MEETINGS, SEMINARS, ETC.	-	285.00
53044 - POSTAGE, FREIGHT AND OTHER	-	-
53045 - LEGAL NOTICES AND ADVERTISING	-	-
53047 - MEMBERSHIPS	-	810.00
53049 - PARKING	-	1,510.20
53050 - MISC PURCHASED SERVICE	339.55	548.05
53051 - CONTRACT LEGAL SERVICES	260.14	949.93
53059 - SECURITY SERVICES	616.41	3,103.75
53065 - BANK ANALYSIS FEE	13,722.51	49,258.23
54001 - OFFICE SUPPLIES & FORMS	9,557.90	10,073.35
54002 - SMALL TOOLS & MINOR FURNITURE	-	2,926.10
54004 - KITCHEN FOOD & SUPPLIES	86.50	421.80
54030 - MISCELLANEOUS SUPPLIES & PARTS	-	75.00
57007 - PERFORMANCE & SURETY BONDS	-	62.00
55080 - EXCESS FEES TRANSFERS TO CO. GEN. BUDGET	-	1,020,479.28
58001 - RENT ON BUILDINGS	-	-
59021 - M&E COMPUTER HARDWARE	-	2,532.34
59022 - SOFTWARE AND SUPPLIES	-	576.60
59092 - MISC REFUNDS	248.83	510.57
59099 - BUILDING REPAIR/RENOVATION	-	-
66000 - PAYROLL EXPENSE	(968.69)	4,375.58
ADJUSTMENTS	-	-
Total EXPENDITURES:	83,467.23	1,422,629.97
Revenues over (under) Expenditures	373,438.12	638,116.08
Excess Fees at Beginning of Period	1,038,636.44	773,958.48
Excess Fees at End of Period	1,412,074.56	1,412,074.56


 Bill Hullander, Trustee
 Hamilton County, Tennessee

I hereby certify that the foregoing is a true report
 sworn to before me this day, 12/10/2014

 Notary Public
 My Commission Expires 6/20/2018



RECEIVED
 Date 12-10-14
 By Debbie Rollins
 W.F. (Bill) Knowles
 County Clerk

OFFICE OF THE COUNTY MAYOR
HAMILTON COUNTY, TENNESSEE

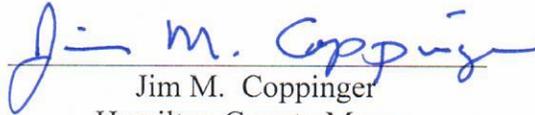
RE: REAPPOINTMENT OF FLOYD D. FERRELL AS A COMMISSIONER OF
SAVANNAH VALLEY UTILITY DISTRICT BOARD OF COMMISSIONERS

ORDER

Inasmuch as the term of Floyd D. Ferrell on the Savannah Valley Utility District Board of Commissioners expired on December 15, 2014, and said Board has submitted to the County Mayor (pursuant to Tennessee Code Annotated, Section 7-82-307 et seq., as amended) three (3) nominees for consideration to fill said vacancy, in order of preference, including that of Floyd D. Ferrell.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Floyd D. Ferrell is hereby reappointed to the Savannah Valley Utility District Board of Commissioners for a term of four years, beginning December 15, 2014, and expiring December 15, 2018.

This is the 15th day of December 2014.


Jim M. Coppinger
Hamilton County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 15th day of December 2014, before me personally appeared Jim M. Coppinger to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand this 15th day of December, 2014.




Notary Public



Hamilton County Board of Commissioners

RESOLUTION

No. 115-1

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARY PUBLIC POSITIONS.

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

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 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

January 7, 2015

Date

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JANUARY 7, 2015**

NAME	RESIDENCE	BUSINESS
Teresa Allen	301 Cave Street Rossville, GA 30741 423-903-6757	Legal Aid of East Tennessee 535 Chestnut St., Ste. 360 Chattanooga, TN 37402 423-756-4013
Lynn Atchley	1901 Colonial Way Cir. Hixson, TN 37343 423-991-5058	Chattanooga Electrical JATC 3924 Volunteer Drive Chattanooga, TN 37416 423-894-9053
Sandra Y. Benton	2446 Valley Hills Dr., N.W. Cleveland, TN 37311 423-479-2700	Self Employed 5211 Hwy. 153, Ste. B Hixson, TN 37343 423-876-1110
Jeff Billings	3007 Pintail Lane Signal Mtn., TN 37377 423-886-2141	Ramer & Hedrick, P.C. 2305 Hickory Valley Rd., S.A. Chattanooga, TN 37421 423-855-4444
Stephanie Bolton	1417 Garden Farm Drive Hixson, TN 37343 423-762-0462	PSP Properties 700 Park Regency Place Atlanta, GA 30326 404-869-4111
Mathew D. Brownfield	330 Middle View Drive Ringgold, GA 30736 706-935-5550	Grant, Konvalinka & Harrison, P.C. 633 Chestnut Street, 9th Floor Chattanooga, TN 37450 423-756-8400
LeaAnn S. Carr	5615 Pearl Street Ooltewah, TN 37363 423-593-4730	Chattanooga Motors, LLC 5950 Lee Hwy. Chattanooga, TN 37421 423-855-9905
Luisa Chamberlin	184 Templeton Lane Hixson, TN 37343 N/A	Chatt. State Edu. 4501 Amnicola Hwy. Chattanooga, TN 37406 423-697-3342
Jared Chastain	1877 Knickerbocker Ave. Chattanooga, TN 37405 423-298-6068	Lavish Building and Design, LLC 1016 Dallas Road, Ste. 204 Chattanooga, TN 37405 423-805-2733
Amy T. Chastain	1877 Knickerbocker Ave. Chattanooga, TN 37405 423-987-6509	Lavish Building and Design, LLC 1016 Dallas Road, Ste. 204 Chattanooga, TN 37405 423-805-2733

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JANUARY 7, 2015**

NAME	RESIDENCE	BUSINESS
Nancy A. Cline	522 Hwy. 64 Ocoee, TN 37361 423-650-1066	Electrical & Electronic Controls, Inc. 6149 Hunter Road Ooltewah, TN 37363 423-344-7666
Marcia E. Cotter	328 Stanley Drive Ringgold, GA 30736 706-891-7416	Sargent & Lundy 401 Chestnut St., Ste. 230 Chattanooga, TN 37402 423-752-0533
Joyce Coulter	1604 Cannon Drive Ft. Oglethorpe, GA 30742 706-886-8918	T.V.F.C.U. P.O. Box 23967 Chattanooga, TN 37422 423-634-5100
Jennifer Gordon Craig	60 n. Market St., Apt. 402 Chattanooga, TN 37405 615-971-9750	Chambliss, Bahner & Stophel, P.C. 605 Chestnut St., Ste. 1700 Chattanooga, TN 37450 423-321-0490
Susan F. Cross	647 Misty Ridge Lane Ringgold, GA 30736 423-313-8860	Maximus 5751 Uptain Rd., Ste. 206 Chattanooga, TN 37411 423-508-6500
Natasha A. Davidson	6620 NW Anderson Acres Georgetown, TN 37336 423-961-2899	Wal-Mart 1815 Decatur Pike Athens, TN 37303 423-745-4536
John D. Degalleford, Jr.	6419 Camdendown Lane Hixson, TN 37343 423-847-0347	Self Action Plumbing 3105 Dayton Blvd. Chattanooga, TN 37415 423-870-8871
Jessica Dollinger	251 Blue Heron Drive Ringgold, GA 30736 706-965-8847	3H Group, Inc. 505 Riverfront Pkwy. Chattanooga, TN 37402 423-664-5954
Silvia Espinoza	115 Crisman St. Chattanooga, TN 37415 423-877-3044	Hamilton County Dept. of Education 3074 Hickory Valley Rd. Chattanooga, TN 37421 423-209-8400
Lori L. Fairbanks	8218 Patterson Road Chattanooga, TN 37421 423-443-6692	W.C.A. 430 Chestnut St., 4th Fl. Chattanooga, TN 37402 423-266-5177

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JANUARY 7, 2015**

NAME	RESIDENCE	BUSINESS
Barbara K. Farlik	9507 Mountain Shadows Dr. Chattanooga, TN 37421 423-855-5278	Carter Distributing Co. 1307 Broad Street Chattanooga, TN 37402 423-266-0056
Sharon H. Forgey	2325 Gale Lane Chattanooga, TN 37421 423-991-0122	HCDE 3074 Hickory Valley Road Chattanooga, TN 37421 N/A
Stephanie Fournet	2278 Boynton Drive Ringgold, GA 30736 423-591-2823	Pathgroup 975 E. Third Street Chattanooga, TN 37403 423-778-7255
Joy A. Fox	503 Cambridge Drive Rocky Face, GA 30740 706-260-7062	Cohutta Banking Co. 800 Market St., Ste. 100 Chattanooga, TN 37402 423-648-4376
Vance H. Fry	7513 Island Manor Drive Harrison, TN 37341 423-344-8103	Self-Employed Same Same Same
Kimberly Geirman	1701 Strawberry Lane Hixson, TN 37343 423-521-3884	Maximus 5751 Uptain Rd., Ste. 206 Chattanooga, TN 37411 423-508-6500
Kimberly L. Gilbreath	89 Woods Meadow Drive Rock Spring, GA 30739 423-802-3287	The Chattanooga Heart Inst. 2501 Citico Avenue Chattanooga, TN 37404 423-697-2330
Donald Goins	1503 Roberts Avenue Hixson, TN 37343 423-595-1132	D & D Auto Salvage & Towing 5209 Wilson Road Chattanooga, TN 37410 423-595-1132
Debbie A. Grayson	1018 Blanton Drive Chattanooga, TN 37412 423-883-2390	Friedrich Eye Associates, PLLC. 2120 Northgate Park Lane, Ste. 102 Chattanooga, TN 37415 423-702-2020
Greg C. Hadden	7800 Bebe Branch Lane Ooltewah, TN 37363 423-344-3559	TVA 1101 Market Street, BR-4A Chattanooga, TN 37402 423-751-8305

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JANUARY 7, 2015**

NAME	RESIDENCE	BUSINESS
Robert Hall	728 Frawley Rd., Apt. 614 East Ridge, TN 37412 609-709-3432	T.R. Moore & Associates 830 McCallie Ave. Chattanooga, TN 37403 423-266-6118
Cynthia D. Hall	955 Vine Street Chattanooga, TN 37403 423-265-9542	Franklin, Cooper & Marcus 837 Fortwood Street Chattanooga, TN 37403 423-756-3596
Erica Harden	3007 5th Avenue Chattanooga, TN 37407 423-994-7022	U.S. Security Associates, Inc. 6101 Enterprise Park Dr., Ste. 900 Chattanooga, TN 37407 423-381-8806
Rich Heinsman	3122 Rose Terrace Chattanooga, TN 37404 423-356-9064	Heinsman Law Group 823 Houston Street Chattanooga, TN 37403 423-757-9995
Sherry Heming	8402 Oak View Drive Chattanooga, TN 37421 423-322-7474	Southern Adventist University PO BOX 370 Collegedale, TN 37315 423-236-2351
Brenda Hixon	5410 Mandarin Circle Hixson, TN 37343 423-432-8186	The Terrace at Mountain Creek 1005 Mountain Creek Rd. Chattanooga, TN 37405 423-874-0200
Darlene I. Holder	248 Dry Valley Road Rossville, GA 30741 706-820-8496	Neal, Scouter & McConnell, P.C. 633 Chestnut St., Ste. 1440 Chattanooga, TN 37450 423-267-4400
Anne Marie Ivey	29 Hummingbird Hill Ringgold, GA 30736 706-937-4467	First Volunteer Bank 728 Broad Street Chattanooga, TN 37402 423-668-4847
Wendy Jenkins	164 Rolling Ridge Ct. Chattanooga, TN 37421 423-488-2429	Alexian Bros Community Services 425 Cumberland Street Chattanooga, TN 37404 423-495-0170
Kristen Jones	2900 Stage Run Drive Hixson, TN 37343 423-847-6785	The Chattanooga Heart Inst. 2501 Citico Avenue Chattanooga, TN 37404 423-697-2137

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JANUARY 7, 2015**

NAME	RESIDENCE	BUSINESS
Darren W. Kennedy	297 Whited Treet Rd. Jamestown, TN 38556 931-752-1553	Kennedy & Associates 803 Cherry Street Chattanooga, TN 37402 423-648-7865
Cathy H. Kerley	762 Pin Oak Road Ringgold, GA 30736 706-866-9526	Hall & Associates Reporting 1010 Market St., Ste. 402 Chattanooga, TN 37402 423-267-4328
Betsy R. Knox	6117 Flag Point Drive Ooltewah, TN 37363 423-910-0168	Tidwell & Izell, P.C. PO BOX 4369 Chattanooga, TN 37402 423-602-7511
Stacey Ladd	9880 Baker Boy Drive Ooltewah, TN 37363 423-504-3664	Tyner United Methodist Church 6805 Standifer Gap Road Chattanooga, TN 37421 423-892-0444
James W. Lail, Jr.	820 North Valleywood Circle Hixson, TN 37343 423-843-2171	Raines Brothers, Inc. 1040 East Main Street Chattanooga, TN 37408 423-265-0467
Annette H. Lane	P.O. Box 91482 East Ridge, TN 37412 423-320-3562	Maximus 5751 Uptain Rd., Ste. 206 Chattanooga, TN 37411 423-508-6500
Maggie K. Lewis	828 Old Union Road Dunlap, TN 37327 423-949-5530	Frost Company 6830 Lee Hwy. Chattanooga, TN 37421 423-855-4047
Tracey L. Massey	9516 Dayton Pike #111 Soddy Daisy, TN 37379 423-321-8820	City of Red Bank 3117 Dayton Blvd. Red Bank, TN 37415 423-875-0167
Nick McCampbell	1712 Lake Wood Circle Hixson, TN 37343 423-779-2159	U.T.C. 615 McCallie Avenue Chattanooga, TN 37403 N/A
James B. Mullenix, Jr.	3096 Reflecting Drive Chattanooga, TN 37415 423-875-5368	Fletcher Bright Realtors 537 Market St., Ste. 900 Chattanooga, TN 37402 423-752-1630

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JANUARY 7, 2015**

NAME	RESIDENCE	BUSINESS
Alicia M. Mullis	5332 Spriggs Street Chattanooga, TN 37412 423-505-6425	Easy Money 5707 Brainerd Rd. Chattanooga, TN 37411 423-805-9177
Aaron Murphy	5714 Avenwood Circle Cleveland, TN 37312 423-284-1502	UTC 615 McCallie Ave. Chattanooga, TN 37403 423-425-4111
Mada Murray	2637 Chimney Lake Circle Soddy Daisy, TN 37379 423-667-7917	Mountain Management Services 605 Glenwood Drive, Ste. 404 Chattanooga, TN 37404 423-629-7237
Robin E. Musumeci	1003 Dartmouth Street Chattanooga, TN 37405 940-867-8975	Miller & Martin, PLLC 832 Georgia Avenue, Ste. 1000 Chattanooga, TN 37402 423-756-6600
Susanne Myers	21 Cedar Tree Lane Rossville, GA 30741 423-308-9643	Henderson, Hutcherson & McCullough 1200 Market Street Chattanooga, TN 37402 423-756-7771
Derek M. Nelson	4040 Mountain Creek Rd. #504 Chattanooga, TN 37415 561-312-6462	Epstein Law Firm 720 Cherry Street Chattanooga, TN 37402 423-265-5100
Linda J. Olinger	6481 Dayton Mtn. Hwy. Dayton, TN 37321 423-240-8348	Fairway Outdoor Advertising 18 West 28th Street Chattanooga, TN 37408 423-756-4200
Terrie Payne	213 N. Bragg Avenue Lookout Mtn., TN 37350 423-883-4664	Hamilton County Clerk 625 Georgia Ave., Rm., 201 Chattanooga, TN 37402 423-209-6518
Cari H. Prater	1131 Stringers Ridge Rd., #11E Chattanooga, TN 37405 423-227-9374	OPYT, LLC 2120 Northgate Park Ln., Ste. 307 Chattanooga, TN 37415 423-870-8544
Robbie D. Presley	6139 Champion Road Chattanooga, TN 37416 423-344-7414	E.P.B. P.O. Box 182255 Chattanooga, TN 37422 423-648-1356

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JANUARY 7, 2015**

NAME	RESIDENCE	BUSINESS
Karen E. Ray	4016 South Terrace Apt. 4 Chattanooga, TN 37412 423-304-0730	Chitwood & Chitwood 5746 Marlin Rd., Ste. 500 Chattanooga, TN 37411 423-892-4882
Sibyl R. Rector	544 Fiery Gizzard Road S. Pittsburg, TN 37380 423-837-9880	Brown Associates, Inc. 819 Broad Street Chattanooga, TN 37402 423-267-3776
Stacey Scott	10417 Dolly Pond Rd. Ooltewah, TN 37363 423-802-6810	Aqua Shield, Inc. 2733 Kanasita Drive, Ste. 111 Hixson, TN 37343 423-870-8888
Ashley Simmons	656 Waters Drive Ringgold, GA 30736 423-463-6701	Morgan Construction Co., Inc. 690 Manufacturers Road Chattanooga, TN 37405 423-266-6218
Beau Skelly	8193 Biggs Road Ooltewah, TN 37363 423-987-7480	State of Tennessee - DCS 2703 Ralph Buckner Blvd. Cleveland, TN 37311 423-728-7885
Jana D. Skelton	331 Black Fox Rd. McDonald, TN 37353 423-473-5950	Porter Warner Ind., LLC. 2 East 38th Street Chattanooga, TN 37410 423-266-4735
Dollis Smith	7809 Diamondhead Drive Ooltewah, TN 37363 423-344-8455	Ferguson Enterprises, Inc. 4121 S. Creek Road Chattanooga, TN 37406 423-629-1755
Barbara Sweeten	4417 Oakwood Dr., Apt. 1102 Chattanooga, TN 37416 423-893-3311	CCB 5319 Hwy. 153 Hixson, TN 37343 423-385-3062
Hunter Taylor	1518 Springvale Rd. East Ridge, TN 37412 423-883-2955	The UPS Store 2288 Gunbarrel Rd., Ste. 154 Chattanooga, TN 37421 423-499-4440
Ashley Taylor	946 Vine St., Apt. 3 Chattanooga, TN 37403 208-669-0239	U.T.C. 615 McCallie Avenue Chattanooga, TN 37403 423-425-4416

HAMILTON COUNTY NOTARY PUBLIC APPLICATIONS**JANUARY 7, 2015**

NAME	RESIDENCE	BUSINESS
Tanya Tibbs	2432 Cedar Creek Drive Chattanooga, TN 37421 423-490-4399	Dept. of Children's Services 5600 Brainerd Rd., Ste. 600A Chattanooga, TN 37411 423-634-7484
Sandra Tuder	6232 Deep Canyon Road Hixson, TN 37343 N/A	Industrial Boiler & Mechanical Co. 3325 N. Hawthorne St. Chattanooga, TN 37406 423-629-1117
Melinda D. Vaughn	9312 Branford Drive Soddy Daisy, TN 37379 423-834-3449	Citizens Tri-County Bank 8575 Dayton Pike Soddy Daisy, TN 37379 423-322-7110
Tammy R. Walker	844 Sluder Lane Soddy Daisy, TN 37379 423-664-3655	Lane Funeral Home 601 Ashland Terrace Chattanooga, TN 37415 423-877-3524
Kim L. Wall	7730 Aspen Lodge Way Chattanooga, TN 37421 423-800-4562	Bank of America 2126 Gunbarrel Road Chattanooga, TN 37421 423-424-1470
Paul Whetstone	5701 Topsail Greens Drive Chattanooga, TN 37416 423-314-2632	Massey and Associates, P.C. 1024 E. M.L. King Blvd. Chattanooga, TN 37403 423-697-4529
C. Jane White	2918 New Jersey Avenue Chattanooga, TN 37406 423-622-6736	Affordable Auto Sales 4165 Bonny Oaks Drive Chattanooga, TN 37406 423-697-4608
Carol Wilson	105 Simonton Drive Chickamauga, GA 30707 423-595-4869	Specialists in Pain Management 2339 McCallie Ave., Ste. 309 Chattanooga, TN 37404 423-698-0850
Paula Dee Wilson	2541 Waterhaven Drive Chattanooga, TN 37406 423-503-7269	Altruistic A.D.R. Services Same Same Same



Hamilton County Board of Commissioners

RESOLUTION

No. 115-2

(P.C. NO. 2014-125)

**A RESOLUTION TO REZONE FROM A-1
AGRICULTURAL DISTRICT TO R-3 RESIDENTIAL
APARTMENT DISTRICT, PART OF PROPERTIES
LOCATED AT 4821 PATTENTOWN ROAD AND 4906
BOBBY JEFFERY DRIVE**

WHEREAS, Charles Adamson/Mount Summit of Peace Church petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone from A-1 Agricultural District to R-3 Residential Apartment District, part of properties located at 4821 Pattentown Road and 4906 Bobby Jeffery Drive, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Charles Adamson/Mount Summit of Peace Church requested that the County Commission consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 7, 2015, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended to rezone from A-1 Agricultural District to R-3 Residential Apartment District, part of properties located at 4821 Pattentown Road and 4906 Bobby Jeffery Drive. Beginning at the northeast corner of Tax Map 140-014 and going approximately 450 feet northwest, thence approximately 80 feet northeast, thence approximately 120 feet northwest, thence approximately 150 feet southwest, thence approximately 500 feet southeast, thence approximately 80 feet northeast to the point of beginning, being part of the properties described in Deed Book 10250, Page 886,

ROHC, and Deed Book 8216, Page 646, ROHC. Parts of Tax Maps 140-011.29 and 140-014 as shown on the attached map.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 7, 2015

Date

2014-125 Hamilton County
November 10, 2014

RESOLUTION

WHEREAS, Charles Adamson/Mount Summit of Peace Church petitioned the Chattanooga-Hamilton County Regional Planning Commission to recommend to the County Mayor and Members of the County Commission the rezoning from A-1 Agricultural District to R-3 Residential Apartment District, part of properties located at 4821 Pattentown Road and 4906 Bobby Jeffery Drive.

Beginning at the northeast corner of Tax Map 140-014 and going approximately 450 feet northwest, thence approximately 80 feet northeast, thence approximately 120 feet northwest, thence approximately 150 feet southwest, thence approximately 500 feet southeast, thence approximately 80 feet northeast to the point of beginning, being part of the properties described in Deed Book 10250, Page 886, ROHC, and Deed Book 8216, Page 646, ROHC. Parts of Tax Maps 140-011.29 and 140-014 as shown on the attached map.

AND WHEREAS, the Planning Commission held a public hearing on this petition on November 10, 2014,

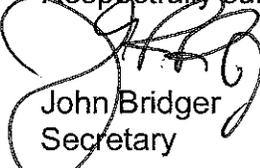
AND WHEREAS, the Planning Commission heard and considered all statements favoring the petition,

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

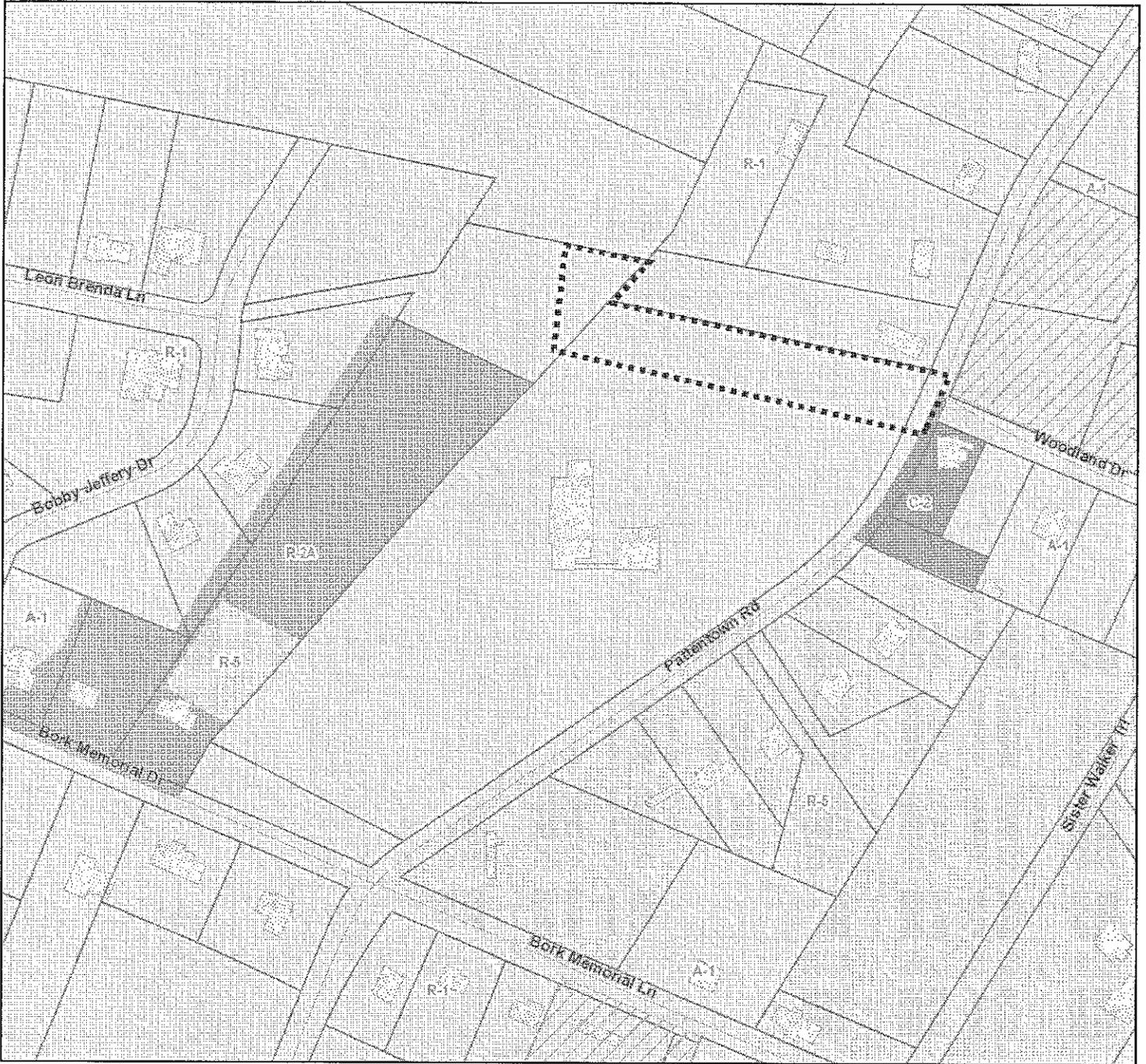
AND WHEREAS, the Planning Commission has studied the petition in relation to existing zoning and land use and potential patterns of development.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission, on November 10, 2014, recommended to the County Mayor and Members of the County Commission that this petition be approved.

Respectfully submitted,



John Bridger
Secretary



2014-125 Rezoning from A-1 to R-3

PLANNING COMMISSION RECOMMENDATION FOR CASE NO. 2014-125:
Approve



200 ft



Chattanooga Hamilton County Regional Planning Agency



STAFF CASE REPORT TO PLANNING COMMISSION

Case Number:	2014-125	PC Meeting Date: 11-10-14
Applicant Request:	Applicant is requesting a rezoning from A-1 Agricultural District to R-3 Multi-Family Residential District	
Property Location:	4821 Pattentown Road & 4906 Bobby Jeffery Drive.	
Property Owner:	Mt. Summit of Peace Church	
Applicant:	Charles Adamson	
Staff Recommendation:	DENY	

PROJECT ANALYSIS

RPA Land Use & Transportation Comments

Project Description

The applicant is asking to rezone a portion of several parcels to R-3 Multi-Family Residential District for an apartment complex. This case is in tandem with case 2014-124 which represents the rezoning for parcels in Hamilton County. The most recent site plan identifies the complex having approximately 300 units or a density of 13.62 dwelling units per acre. The plan identifies two ingress-egress points, one on Old Lee Highway and one on Pattentown Road.

Site Description

The 0.61 Acres are portions of land from a vacant lot and a lot currently used by a church. This site is a small part of a larger project to the northwest. The site sits between the A-1 Agricultural District zoned church land south of the site and R-1 Residential Zone to the north.

Zoning History

There does not appear to be any history of zoning cases for this particular site.

Plans/Policies

This site is within the 2013 Summit Plan which shows this large site being partially in the Light Retail land use and partially in the Transitional land use. The majority of the site falls into the Transitional land use which is noted for office and townhomes. There is a specific note that while there are other Transitional land use areas on the plan appropriate for apartments, this site is deemed inappropriate for apartments.

Hamilton County Departmental Infrastructure & Operational Comments

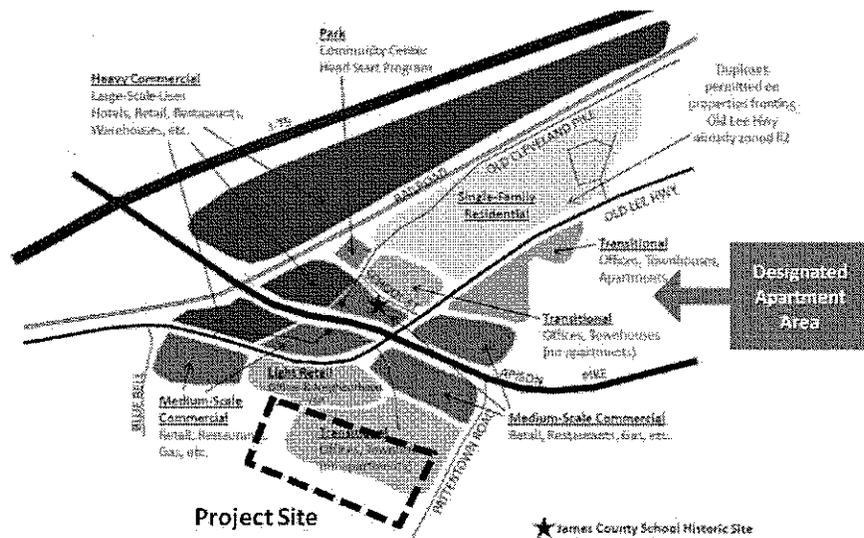
All land development projects are reviewed by Hamilton County Engineering & Water Quality staff. In addition to the requirements of the Hamilton County Zoning Regulations, all land development is further required to comply with current Hamilton County subdivision regulations, building and zoning codes, storm water/water quality regulations, and the landscape regulations.

RPA Summary

In 2009, a property approximately 650' west of the site was rezoned to allow apartment development. The proposal at that time was for 216 units with 466 parking spaces. As part of the annexation permanent zoning process, an approximately nine acre site to the northeast of the current proposed site was zoned R-3 Residential Zone. Neither of these sites has developed with the proposed use although it

STAFF CASE REPORT TO PLANNING COMMISSION

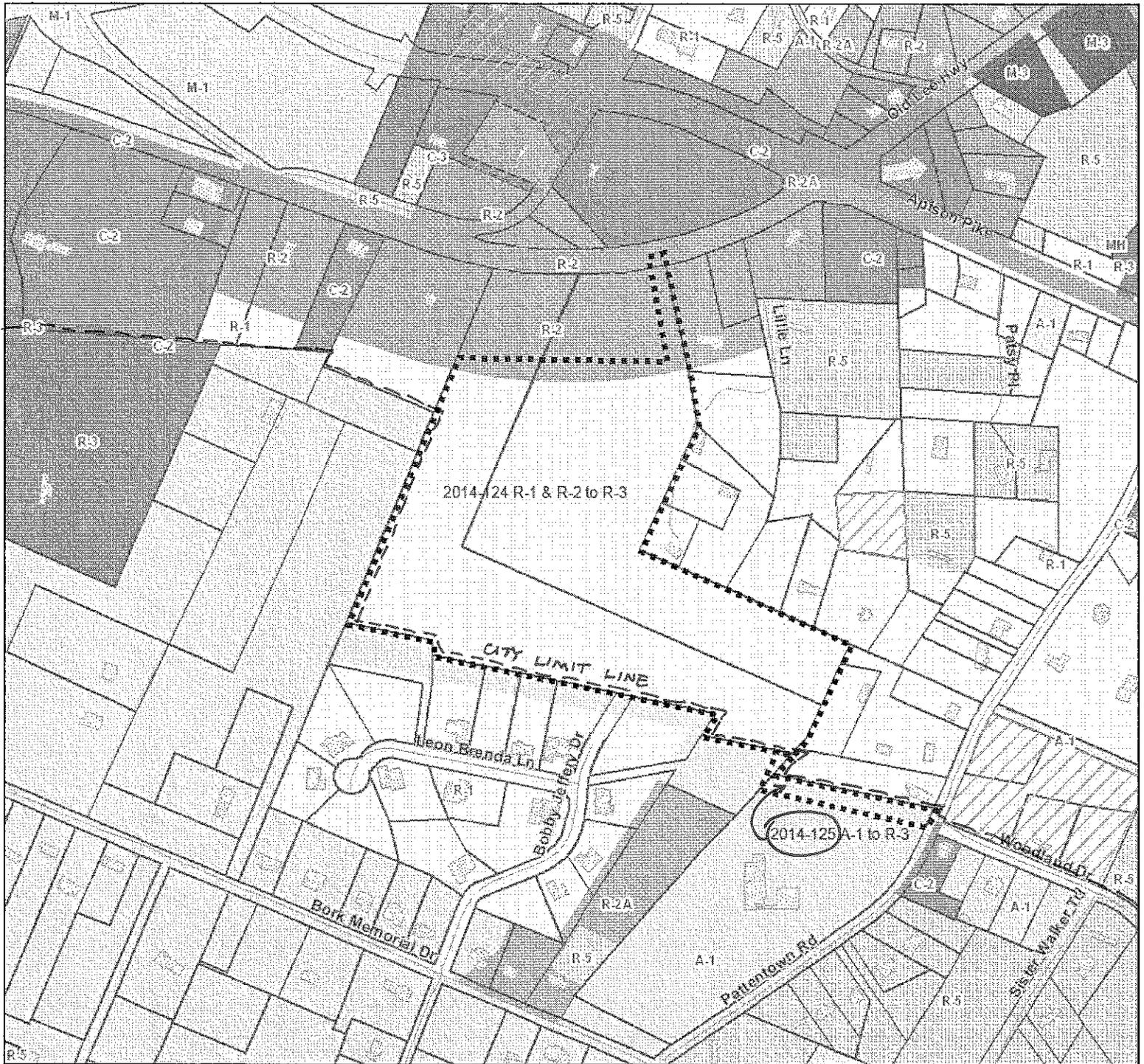
appears that site preparation work is occurring on the site to the west. Additionally, there are 248 apartment units approved and under construction in Collegedale across Pattentown Road (near the Summit Ballfields). The existence of these sites was a factor in the feedback of Summit stakeholders that the majority preferred that growth in the area not include the development of additional apartment complexes. Several options were explored during the community planning process for applicant's site, including an option for apartments. Based on the feedback received during the public process, the plan recommendation was to limit apartments to the existing zoned area on the northeast. As noted in the land use plan map below, the transitional area specifically notes that apartments are not included in the list of recommended uses.



However, staff does acknowledge that apartments should be considered as a potential option for this general area, as noted in the 2013 Summit Plan, given the proximity to the Enterprise South Industrial Park, a major regional employment site and the proximity to the Apison Pike-Lee Highway intersection and the Enterprise Drive exit. This is why staff presented several options for considering apartments in the transitional areas during the community planning process.

However, given the recently adopted policy and the very specific plan recommendation to not include apartments, staff recommends denial of this request to be consistent with this policy.

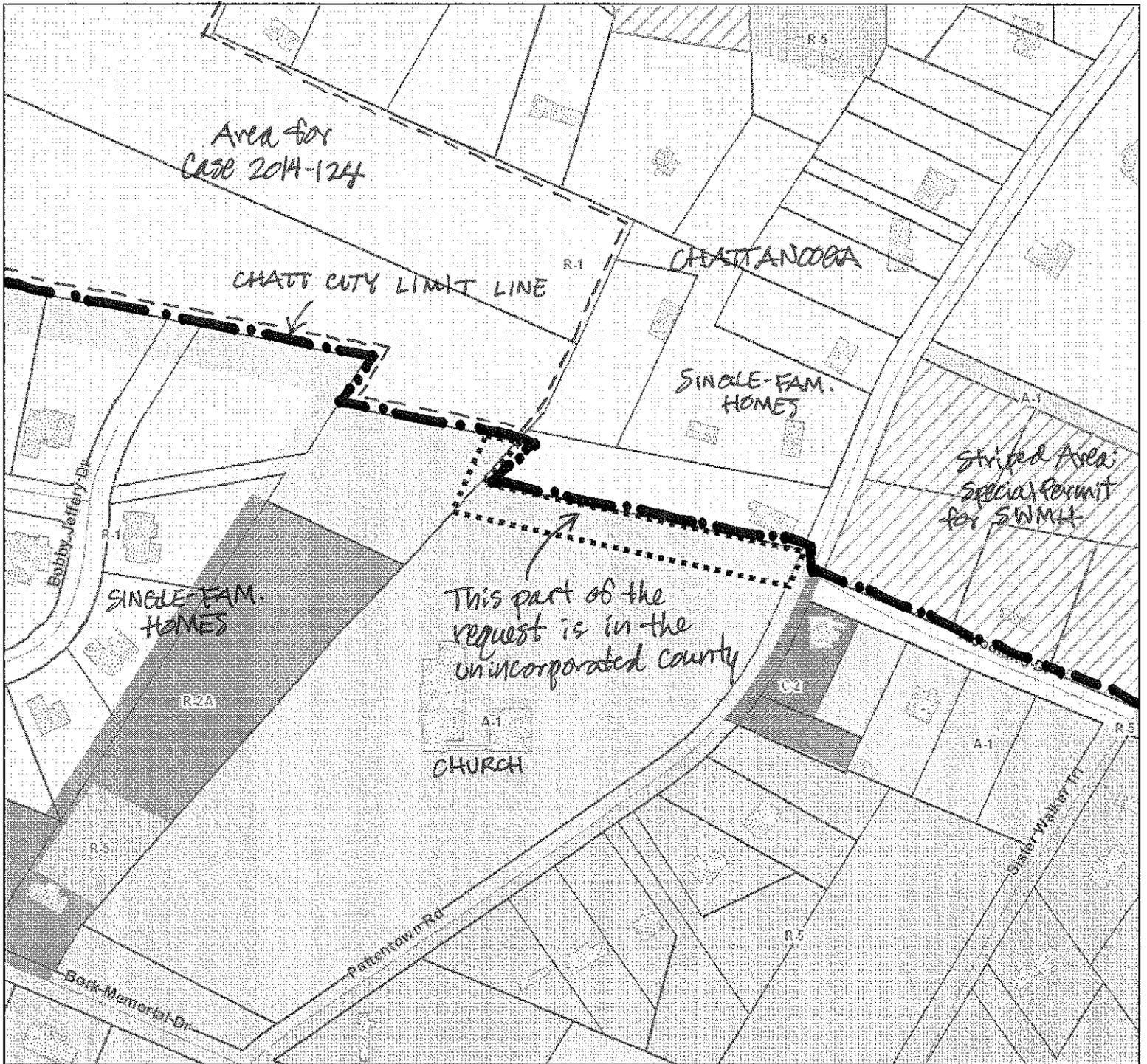
Staff would also like to note that the site design includes several elements that promote good planning principles including a grid street network, two points of access, pedestrian trails/sidewalks, a 60-ft buffer around the perimeter of the property where it abuts adjacent single family, and amenities such as a pool and clubhouse. Staff would encourage that the development at least provide a pedestrian connection to Bobby Jeffery Drive to the south.



2014-124 and 125 Rezoning from A-1, R-1 and R-2 to R-3



400 ft



2014-125 Rezoning from A-1 to R-3

200 ft

Chattanooga Hamilton County Regional Planning Agency

PROJECT INFORMATION

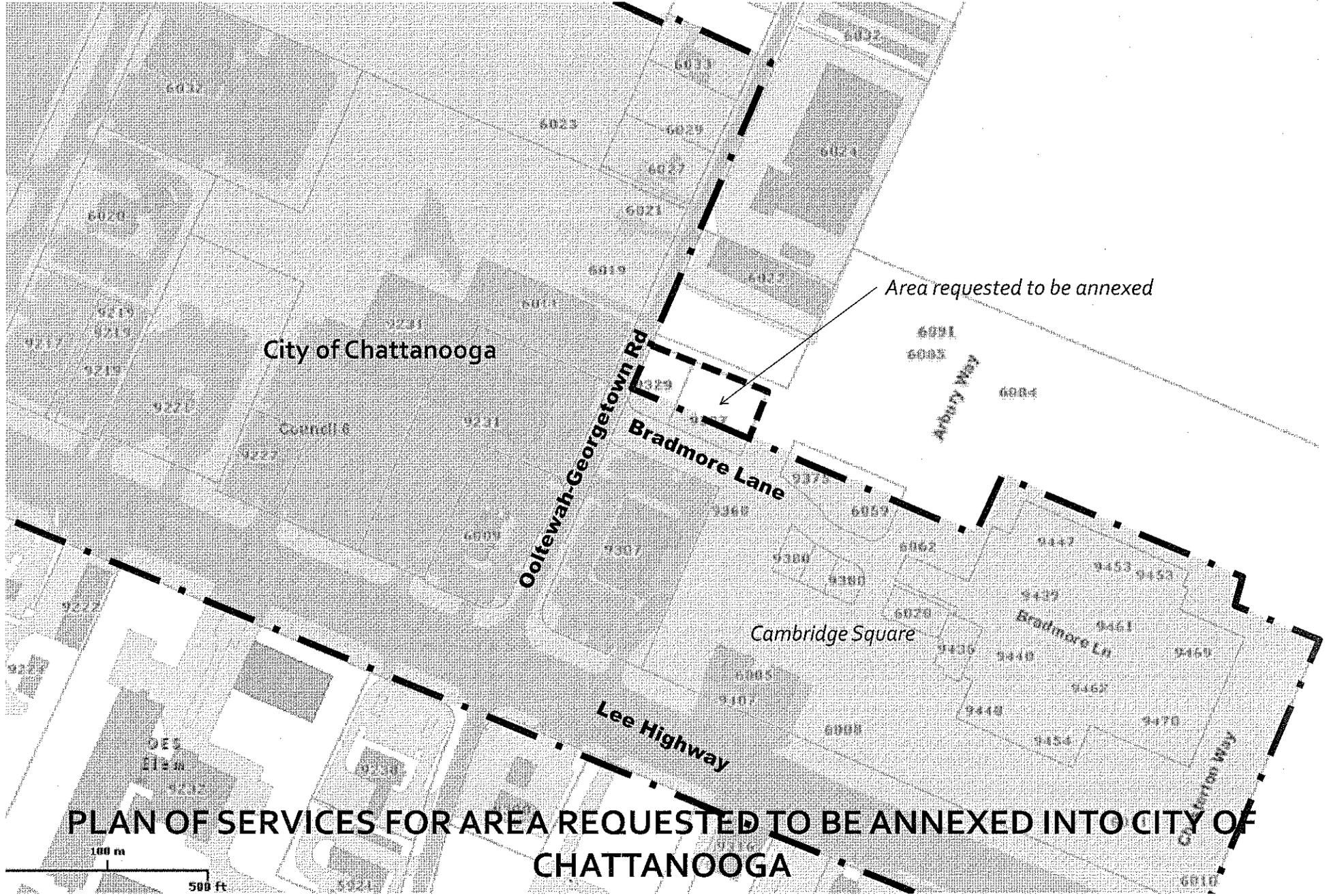
OWNERSHIP AND CONTACT:
CHARLES ADAMSON
423.421.0967
8151 LEON BRENDA LN
COLTEWAH, TN 37363
ADAMSONDEVCLA@COMCAST.NET

PROJECT AREA: 22.021 ACS

RESIDENCY DENSITY: 13.623 DU/AC



APPLICANT SITE PLAN (with unincorporated County portion highlighted)



City of Chattanooga

Area requested to be annexed

Ooltewah-Georgetown Rd

Bradmore Lane

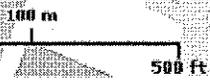
Cambridge Square

Lee Highway

Arbury Way

Carrion Way

PLAN OF SERVICES FOR AREA REQUESTED TO BE ANNEXED INTO CITY OF CHATTANOOGA

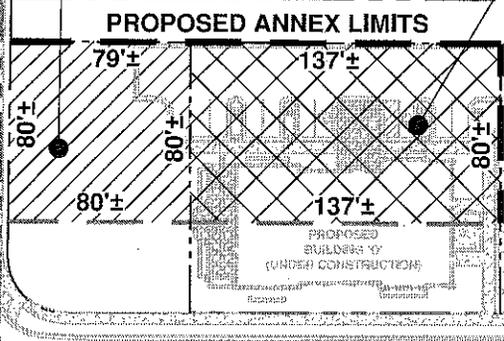




COLTEWAH GEORGETOWN ROAD

PROPOSED AREA OF 9329 BRADMORE LANE (TAX PARCEL # 132H-A-001.08) TO BE ANNEXED = 0.14± ACRES (TYP WHERE )

PROPOSED AREA OF 9337 BRADMORE LANE (TAX PARCEL # 132H-A-001.04) TO BE ANNEXED = 0.25± ACRES (TYP WHERE )



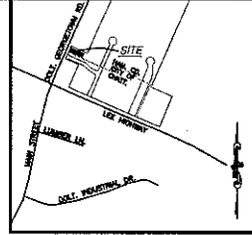
APPROX. ZONING LIMITS

APPROX. HAMILTON CO. LIMITS
APPROX. CITY OF CHATTANOOGA LIMITS

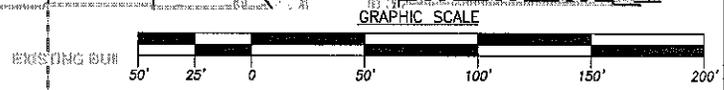
PROPOSED BUILDING P. 2' UNDER CONSTRUCTION

BRADMORE LANE

ARBURY WAY



Vicinity Map
N.T.S.



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ALL RIGHTS RESERVED
This drawing is the property of MAP ENGINEERS, LLC and shall not be reproduced in whole or in part. This drawing shall not be used for the construction of any other project without the written permission of the Engineer.

DRAWN: JAG
CHECKED: JAG
DATE: 09/02/14
SCALE: 1" = 50'
MAP PROJECT: 07-131



Tel. (423) 855-5554
Fax. (423) 485-8110

7380 Applegate Ln.
Chattanooga, TN 37421



Hamilton County Board of Commissioners

RESOLUTION

No. 115-3

**A RESOLUTION TO AMEND THE HAMILTON
COUNTY ZONING REGULATIONS BY ADDING
SECTION 107 TO ARTICLE III IN ORDER TO DEFINE
VESTED RIGHTS IN THE CONTEXT OF
DEVELOPMENT PLANS**

WHEREAS, there is a proposal to amend the Hamilton County Zoning Regulations to allow local government to pass a resolution to identify the types of development plans that will cause property rights to become vested and specify the actions that constitute approval of such development, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, notice has been published in a newspaper in general circulation in Hamilton County that the County Commission will hold a public hearing on January 7, 2015, concerning the passage of this Resolution as required by law, and such having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY LEGISLATIVE BODY IN SESSION ASSEMBLED: That the zoning regulations of Hamilton County be amended as follows:

ADD new section to Article III, Establishing Districts and District Boundaries and Limiting the Uses of Property Therein:

Section 107. Vested property rights within approved development plans

The following list details which development plans will cause property rights to vest, as set forth in Tennessee Code Annotated Section 13-3-413 and 13-4-310, and the action that constitutes approval of that development plan:

- a. Approval of Preliminary Subdivision Plat by the Chattanooga-Hamilton

County Regional Planning Commission

- b. Approval of Final Subdivision Plat by the Chattanooga-Hamilton County Regional Planning Commission
- c. A Final Plat that meets the definition of a staff approved subdivision plat upon the date of the last signature of approval required on the plat for recording
- d. Approval by the Chattanooga-Hamilton County Regional Planning Commission of a Special Permit that is required by the zoning regulations to complete a site or development plan
- e. Approval by the Board of Zoning Appeals of a Temporary or Special Permit that is required by the zoning regulations to furnish a site or development plan
- f. Approval by the Hamilton County Commission of a Special Permit that is required by the zoning regulations to furnish a site or development plan.

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

January 7, 2015

Date



**A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING REGULATIONS BY
ADDING SECTION 107 TO ARTICLE III IN ORDER TO DEFINE VESTED RIGHTS IN THE
CONTEXT OF DEVELOPMENT PLANS**

WHEREAS, Tennessee Code Annotated Sections 13-3-413 and 13-4-310 as amended by Public Chapter 686, establishes statewide standards for “vesting periods” upon the approval of new development plans; and

WHEREAS, during the vesting periods established under the new Act, local governments may not apply development standards other than those in effect at the time of approval of the development plan, except as permitted by the Act; and

WHEREAS, the Act which takes effect January 01, 2015, allows local governments to pass an ordinance or resolution to identify the types of development plans that will cause property rights to become vested and specify the actions that constitute approval of such development plans; and

NOW, THEREFORE BE IT RESOLVED, that the Chattanooga-Hamilton County Regional Planning Commission on December 8, 2014, does hereby approve the following amendments to the Hamilton County Zoning Regulations:

ADD new section to Article III, Establishing Districts and District Boundaries and Limiting the Uses of Property Therein:

Section 107. Vested property rights within approved development plans

The following list details which development plans will cause property rights to vest, as set forth in Tennessee Code Annotated Section 13-3-413 and 13-4-310, and the action that constitutes approval of that development plan:

- a. Approval of Preliminary Subdivision Plat by the Chattanooga-Hamilton County Regional Planning Commission
- b. Approval of Final Subdivision Plat by the Chattanooga-Hamilton County Regional Planning Commission
- c. A Final Plat that meets the definition of a staff approved subdivision plat upon the date of the last signature of approval required on the plat for recording
- d. Approval by the Chattanooga-Hamilton County Regional Planning Commission of a Special Permit that is required by the zoning regulations to complete a site or development plan
- e. Approval by the Board of Zoning Appeals of a Temporary or Special Permit that is required by the zoning regulations to furnish a site or development plan
- f. Approval by the Hamilton County Commission of a Special Permit that is required by the zoning regulations to furnish a site or development plan.

Respectfully Submitted,


John Bringer, Secretary

Date of Adoption: December 08, 2014



Hamilton County Board of Commissioners RESOLUTION

No. 115-4

A RESOLUTION ACCEPTING THE BID OF CHRYSLER DODGE JEEP RAM OF COLUMBIA FOR TWO (2) CREW CAB PICKUP TRUCKS AMOUNTING TO \$48,624.00 FOR THE SHERIFF'S 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 two (2) crew cab pickup trucks for the Sheriff's Department; and,

WHEREAS, the bid from Chrysler Dodge Jeep Ram of Columbia amounting to \$48,624.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Chrysler Dodge Jeep Ram of Columbia for two (2) crew cab pickup trucks amounting to \$48,624.00 for the Sheriff's 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

January 7, 2015

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

November 11, 2014

Invitation to Bid – Hamilton County

Subject: Current year model crew cab ½ ton pickup trucks as per attached specifications.

Company Name: _____

Company Address: _____
Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____
Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: November 21, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

Mark outside envelope containing sealed bid: "Pickup Trucks".
Proposal/Bid Number: 1114-073

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo.

Gail B. Roppo
Director of Purchasing

Bid#: 1114-073 Pickup Trucks
Hamilton County, Tennessee

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bid pricing for two (2) 4X2 1/2-ton pickup trucks for the Hamilton County Sheriff's Department. Vehicles shall be equipped with all standard manufacturers' equipment for the model bid. Any deviations from the specifications shall be provided in detail. The vehicles shall meet or exceed the following specifications. All bids are F.O.B. 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 November 21, 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#1114-073: Pickup Trucks". 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 (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

<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 #1114-073 Pickup Trucks	Bid #1114-073 Pickup Trucks
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 Capt. Lynn Triplett or Sgt. Mark Williams, Hamilton County Sheriff's Department at (423) 209-8900 or (423) 209-8935.

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

Bid#: 1114-073 Pickup Trucks
Hamilton County, Tennessee

SPECIFICATIONS
FOR
1/2-TON CREW CAB PICKUP TRUCK

New and unused current year model ½ ton pickup, crew cab, 4X2 truck with the following minimum specifications:

All standard equipment as listed by manufacturer.
All items factory installed unless otherwise noted.

- 1) 4 Full Size Doors (super crew cab)
- 2) 6 Speed Automatic Transmission with Tow/Haul Mode
- 3) V-8 Engine - Gasoline
- 4) Air Conditioning – Factory Installed
- 5) XL Trim
- 6) Trailer Towing Package
- 7) Trailer Brake Controller
- 8) Vinyl Floor
- 9) Vinyl 40/20/40 Front Seat & Vinyl Rear Bench Seat
- 10) Power Equipment Group Including Power Mirrors Right and Left
- 11) Glass: Light – Tinted
- 12) Dealer to supply five (5) keys
- 13) Full Size Spare Tire & Wheel
- 14) Rear Step Bumper
- 15) Radio: AM/FM, CD Player Factory Installed
- 16) 6 ½ Foot Bed
- 17) Color – to be determined at time of order

Make/Model: _____

Bid Price: _____ ea. Total Bid Price: _____

Delivery: _____ Terms: _____

Company Name: _____ By: _____

Email Address: _____ Phone: _____

Bid#: 1114-073 Pickup Trucks
Hamilton County, Tennessee

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
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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*.
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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.
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Solicitation 1114-073 - Log
(2) Crew Cab Pickup Trucks

11/11/2014 7:45 AM Eastern

Bids Due Date/Time: 11/21/2014 10:30:00 AM Eastern

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

Bids Due: 11/21/2014 10:30:00 AM Eastern

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>
11/11/2014 7:45:50AM	Eastern	Linda Chumbler	1114-073 - (2) Crew Cab Pickup Trucks	Invitation	Please click on the above solicitation number to access bid documents.	190	0

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

Please run the attached ad on November 11, 2014, in the legal notices.

LEGAL NOTICE

Bids for two (2) crew cab pickup trucks will be opened at 10:30 AM (ET) on November 21, 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.

Gail B. Roppo
Director of Purchasing



(2) Crew Cab Pickup Trucks
November 21, 2014

Sheriff's Department
10:30 A.M.

Vendors:	CDJR of Columbia	Beaman Automotive Group	Moss Motor Co. Inc.	Brooker Ford, Inc.	Sam Swope Auto Group	AutoNation Ford of Marrietta	Prater Ford, Inc.	Lee-Smith Inc. (HC)	Mtn. View Chevrolet (HC)	Don Ledford Auto Park	Andy Mohr Truck Center Inc.	Moss Motor Co, Inc.
Each Price	\$24,312.00	\$24,645.00	\$24,949.00	\$25,100.00	\$25,105.00	\$25,128.00	\$25,388.00	\$25,550.00	\$26,352.00	\$26,475.00	\$26,610.08	\$27,195.28
Total Bid Price:	\$48,624.00	\$49,290.00	\$49,898.00	\$50,200.00	\$50,210.00	\$50,256.00	\$50,776.00	\$51,100.00	\$52,704.00	\$52,950.00	\$53,220.16	\$54,390.56
Make/Model	2015 Dodge Ram 1500	2015 Dodge Ram 1500	2015 Dodge Ram 1500	2015 Ford F-150	2015 Dodge Ram 1500	2015 Ford F-150	2015 Ford F-150	2015 Ford F-250	2015 Chev. Silverado 1500	2015 Chev. Silverado 1500	2015 Ford F-150	2015 Ford F-150
Deilvery:	60-90 days	90 days	8-12 Weeks	12-16 Wks.	90-120 days	60-120 days	16-18 Wks.	8-16 Wks.	8-10 Wks.	8-10 Wks.	90-120 days	8-12wks.
Terms:	Net 30	Net 30	C.O.D.	Net 30	Net 30	Net 30	C.O.D.	C.O.D.	C.O.D.	Net 30	Net 30	C.O.D.

Request For Bids:	
Newspaper Ad:	11/11/2014
Vendor Notification:	190
Vendor Response:	11
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners RESOLUTION

No. 115-5

A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW FORD FOR ONE (1) PRISONER TRANSPORT/CARGO VAN AMOUNTING TO \$26,520.00 FOR THE SHERIFF'S 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 one (1) prisoner transport/cargo van for the Sheriff's Department; and,

WHEREAS, the bid from Mountain View Ford amounting to \$26,520.00 was considered to be the lowest and best bid; and,

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

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

That the bid of Mountain View Ford for one (1) prisoner transport/cargo van amounting to \$26,520.00 for the Sheriff's 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

January 7, 2015

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

November 17, 2014

Invitation to Bid – Hamilton County

Subject: One (1) heavy duty van to be used for prisoner transport as per attached specifications.

Total Bid Price: _____

Company Name: _____

Company Address: _____
Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____
Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: December 2, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.**
All bids are to be F.O.B. Chattanooga, Tennessee 37402.

Mark outside envelope containing sealed bid: "Heavy Duty Van".
Proposal/Bid Number: 1114-074

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

Bid#: 1114-074 (1) Heavy Duty Van
Hamilton County, Tennessee

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) new and unused, current (2015) model year, one ton heavy duty cargo van for prisoner transport for the Hamilton County Sheriff's Department. Vehicle shall be equipped with all standard manufacturers' equipment for the model bid. Any deviations from the specifications shall be provided in detail. The vehicle shall meet or exceed the following specifications. Dealer to submit Manufacturer's Vehicle Profile Sheets with their bid documents to assist in evaluation of bid.

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 December 2, 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# 1114-074: (1) Heavy Duty Van". 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 (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

<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 # 1114-074: (1) Heavy Duty Van	Bid # 1114-074: (1) Heavy Duty Van
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Completion of the Authorization to Bind Form: Please complete and sign the attached Authorization to Bind form.

Contacts

Questions concerning product specifications should be directed to:

Hamilton County Sheriff's Department

Bid#: 1114-074 (1) Heavy Duty Van
Hamilton County, Tennessee

Attn: Capt. Lynn Triplett or Sgt. Mark Williams

Phone: (423) 209-8900 or (423) 209-8935

Questions concerning bid procedures should be directed to:

Hamilton County Purchasing Department

Linda Chumbler

Phone: 423-209-6350

Email: lindac@hamiltontn.gov

Specifications:

SERIES: FORD-T350 TRANSIT, CHEVROLET- CARGO VAN RWD 3500, GMC-G3500, NISSAN-NV3500S

1. Standard size, G.V.W. range (in lbs.) must be 8600 or more.
2. Must be 1-Ton model
3. Engine: 5.4 Liter V-8 or V-6 equivalent or more – Gasoline (Flex)
4. Emissions: 50-State Emissions
5. Transmission: Automatic 6-speed heavy duty w/OD-INC: Aux Cooler
6. Rear wheel drive
7. Rear axle ratio 3.31 or more
8. Front suspension: 3600 lb. or more
9. Rear suspension: 5500 lb. or more
10. Gross vehicle Wt rating must be 9,500 lbs or greater
11. Shocks: Front and rear heavy duty
12. Brakes: Twin system HYD. Power Vac. 4 wheel disc
13. Steering: Power w/tilt steering wheel
14. Cruise control
15. Radio: AM/FM Stereo (2) speakers, digital clock
16. Wheelbase: 138" or more
17. Overall Length w/rear bumper: 236 or greater
18. Rear Vinyl Floor Covering
19. Four (4) upfitter switches
20. Seats: Bucket (driver & passenger)
21. Air bags (driver & passenger)
22. Console

Bid#: 1114-074 (1) Heavy Duty Van
Hamilton County, Tennessee

23. Daylight running lamps
24. Gauges: Speedometer, tachometer, gas, oil, amp, and temp.
25. Bumpers: Front & rear
26. Battery: 500 amps or more
27. Alternator: 225-Amp amps or more
28. Tires and Wheels: 8 lug-lt. 235/65R-16E front and rear (or larger) All-season BSW tires with full size spare to match, lug wrench and jack
29. Air conditioning: High capacity front/rear, must be factory installed
30. Cooling system: Heavy duty with extra cooling capacity
31. Color: to be determined at time of order
32. Doors: Rear/double swing with fixed glass windows – right side/60/40 hinged side door/**no** glass in the side door.
33. Mirrors: Dual power
34. Remote keyless entry / panic 2 transmitters
35. Grab handle: A-pillar (front passenger)
36. Windows: Driver & passenger – power operated
37. Door locks: Power with rear door switch
38. Heater & defroster
39. Interior lighting: Cab and rear cargo compartment
40. All ICC lights: No Standard Equipment deletions
41. Warranty: At least 3 years 35,000 miles over-all and 60 months or 60,000 mile power train.

Pricing:

Total Bid Price: _____

Make: _____ Model: _____

Company Name: _____

By: _____ Phone: _____

Email: _____

Bid#: 1114-074 (1) Heavy Duty Van
Hamilton County, Tennessee

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

- 22. DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
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- 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.*
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 - Events
 - Categories
 - Documents
 - Questions
 - Bidders
 - Bids
 - Log

Solicitation 1114-074 - Log
(1) Heavy Duty Van for Prisoner Transport
 Bids Due Date/Time: 12/02/2014 10:30:00 AM Eastern

11/17/2014 8:24 AM Eastern

Visible to Vendors: Currently Visible [Hide](#) **Bids Due:** 12/02/2014 10:30:00 AM Eastern

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>
11/17/2014 8:24:32AM	Eastern	Linda Chumbler	1114-074 - (1) Heavy Duty Van for Prisoner Transport	Invitation	Please click on the above solicitation number to access bid documents.	187	0

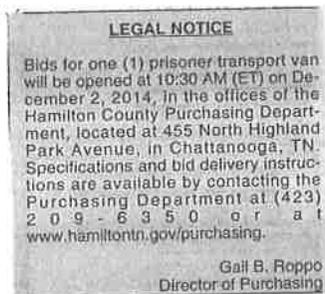
For assistance, please contact [Technical Support](#). eBid eXchange. Copyright © 1999-2014 E-Bid Systems, Inc. All rights reserved.

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

LEGAL NOTICE

Bids for one (1) prisoner transport van will be opened at 10:30 AM (ET) on December 2, 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.

Gail B. Roppo
Director of Purchasing



(1) Prisoner Transport/Cargo Van
 December 2, 2014

Sheriff's Department
 10:30 a.m.

Vendors:	Mtn. View	Lee-Smith	Brooker	Andy Mohr	Beaman
	Ford	Inc.	Ford	Truck	Automotive
	(HC)	(HC)	Inc.	Center	Group
Total Bid Price:	\$26,520.00	\$26,901.00	\$27,575.00	\$29,325.28	\$29,965.00
Make/Model:	2015 Ford				
	T-350	T-350	T-350	T-350	T-350
Delivery:	10-12 Weeks	8-14 Weeks	12-16 Weeks	90-120 days	90 Days ARO
Terms:	Net on Del.	Net on Del.	Net 30	Net 30	Met 30

Request For Bids:	
Newspaper Ad:	11/17/2014
Vendor Notification:	187
Vendor Response:	5
Budgeted	Capital Outlay



Hamilton County Board of Commissioners RESOLUTION

No. 115-6

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 \$19,632.00 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 (for projects funded through the operating budget) and sufficient allocated funds available to the requisitioning department from bond proceeds (for projects funded from bond proceeds).

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

That the bid of 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

January 7, 2015

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

November 21, 2014

Invitation to Bid – Hamilton County

Subject: One (1) year contract unit pricing for Fleet and Police Pursuit Vehicles and as per attached specifications.

Company Name: _____

Company Address: _____

By: _____ Street _____ City _____ State _____
(Print or Type Name) Signature: _____

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____
Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: December 9, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Fleet Vehicles".
Proposal/Bid Number: 1114-078**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

BID SPECIFICATIONS AND RESPONSE FORMS

This document contains unit price bid specifications for the following vehicles: Marked Police Pursuit Sedans, Marked Police Pursuit Utility Vehicles (SUVs), and Fleet Sedans (Non-Police). Please complete the section on each vehicle for which you are submitting a bid.

I. DETAILED BID SPECIFICATIONS: 2014 – 2015 Marked Police Pursuit Sedans

Items found in this section set forth the County’s minimum expectations for the new and unused Police Pursuit Sedans 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 form must be completed for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

MARKED POLICE PURSUIT SEDANS 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.			
Bumper: Standard Bumper			
Cigarette Lighter: Located on the instrument panel, wired independently of the ignition system or auxiliary power outlets.			
Cooling System: Maximum available, factory installed, for engine, transmission and power steering.			
Cruise Control: Electronic with set and resume.			
Decals/Emblems: No dealer decals or emblems shall be placed on car.			
Door Locks: Remote keyless entry. Power door lock, controlled from driver’s door with passenger lock out.			

Bid #1114-078: Fleet Vehicle Specifications
Hamilton County, TN

MARKED POLICE PURSUIT SEDANS SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Drive Train: Front Wheel or All Wheel Drive only. Rear Wheel drive will not be considered.			
Engine Size: Largest available six (6) or eight (8) cylinder flex-fuel, manufactured and recommended for police package.			
Gas Tank: Minimum seventeen (17) gallons			
Gasoline: Vehicle to be delivered with a minimum of ½ tank.			
Gauges: Manufacturer’s police pursuit gauge/indicator package located in instrument panel.			
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 hood latch release.			
Interior Floor: Interior matting will be heavy duty rubber front and rear.			
Key Codes: Ignition and trunk key codes are to be furnished on invoice.			
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.			
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.			
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).			
Rear Window Defogger: Required			
Seats & Upholstery: Front bucket with cloth upholstery. Rear seat vinyl. Heavy duty construction designed for rugged police use. Upholstery blue or black in color.			

Bid #1114-078: Fleet Vehicle Specifications
Hamilton County, TN

MARKED POLICE PURSUIT SEDANS SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Speedometer: Calibrated to within +/- 3MPH accuracy. Increments of 2 MPH. 0-140 MPH scale minimum, calibrated digital acceptable.			
Spotlight: Factory installed on driver's side.			
Sound System: AM/FM Stereo with clock (factory standard equipment).			
Standard Equipment: All manufacturer's standard police package equipment			
Steering: Power rack and pinion steering. High Speed Rated.			
Steering Wheel: Tilt with anti-slip surface, factory installed.			
Suspension: Heavy-duty shocks, front and rear. Rated for high speed pursuit. Stabilizer bars front and rear (police package type).			
Theft Deterrent System: Required			
Tires: Speed rated radials or equal. Michigan State Specifications, rated at 147 MPH.			
Tools: Wheel wrench and heavy-duty jack.			
Traction Control: Required			
Transmission: Minimum five (5) speed with manufacturer recommended auxiliary transmission cooler.			
Trunk Mats: Rugged trunk mat offered on police package models.			
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).			
Vehicle & Body Side Molding Color: All White			
Warranty: Manufacturer's Warranty must coincide with service date, not delivery date.			
Wheel Base: Minimum 110 inch wheel base. Minimum 195 inch overall length.			
Wheel Covers: Bolt on hubcaps.			
Wheels: 17" with heavy duty construction designed for police use. Compact Spare tire.			
Windshield Wipers: Multiple speed electric w/intermittent speed control.			
Wiring Provisions: Manufacturer's standard wiring features that comply to the electrical requirements of these specifications accepted.			
Pre-delivery Services: A service check of systems required prior to delivery.			

Bid #1114-078: Fleet Vehicle Specifications
Hamilton County, TN

MARKED POLICE PURSUIT SEDANS SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Delivery: Delivery included in bid price. F.O.B Chattanooga, TN.			
Include Manufacturer’s Warranty Information with bid (Basic, Powertrain, etc.)			
Include Manufacturer’s Vehicle Spec Sheet with bid			
Include Terms for Payment with bid			
Fuel Efficiency – Provide city/highway/combined fuel mileage with bid below			

Vehicle Purchase Estimate: Eleven (11) Marked Police Pursuit Vehicles

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

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

Questions concerning bid procedures should be directed to:

Linda Chumbler
Hamilton County Purchasing Department
Email: LindaC@HamiltonTN.gov
Phone: (423)209-6350; Fax: (423)209-6351

PRICING: Marked Police Pursuit Sedans

Use additional spaces if needed for additional models.

DRIVE TRAIN	YEAR/MAKE/MODEL	BASE PRICE PER VEHICLE	FUEL ECONOMY - CITY/HIGHWAY/ COMBINED	DELIVERY TIME
Front Wheel Drive Police Pursuit Sedan				
All Wheel Drive Police Pursuit Sedan				

BID SUBMITTED BY:

Company Name: _____

Contact Name: _____

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

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

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

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[Bids](#)

[Log](#)

**Solicitation 1114-078 - Log
Fleet Vehicle Contract**

11/21/2014 8:01 AM Eastern

Bids Due Date/Time: 12/09/2014 10:30:00 AM Eastern

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

Bids Due: 12/09/2014 10:30:00 AM Eastern

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>
11/21/2014 8:01:34AM	Eastern	Linda Chumbler	1114-078 - Fleet Vehicle Contract	Invitation	Please click on the above solicitation to access bid documents.	190	2

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

Please run the attached ad on November 21, 2014, in the legal notices.

LEGAL NOTICE

Bids for one (1) year contract unit pricing for staff vehicles and police pursuit vehicles will be opened at 10:30 AM (ET) on December 9, 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.

Gail B. Roppo
Director of Purchasing



Fleet Vehicle Contract - Police Sedans - Sheriff's Vehicles
 Tuesday, December 09, 2014

Purchasing Department
 10:30 A.M.

Vendor/Vehicle Info:	Mtn. View Chevrolet (HC)	Don Ledford Auto Park	Mtn. View Ford (HC)	Ford of Murfreesboro	Golden Circle Ford	Beaman Automotive Group	Chrysler Dodge Jeep Ram of Columbia	Sam Swope Auto Group
Police Sedan (Front Wheel Drive)	\$19,632.00	\$19,675.00	\$22,527.00	\$23,082.00	\$22,639.00	N/B	N/B	N/B
Police Sedan (All Wheel Drive)	N/B	N/B	\$23,527.00	\$24,082.00	\$23,639.00	\$23,808.00	\$25,445.00	\$25,645.00
Make/Model	Chev Impala PPV	Chev Impala 9CI Police	Ford Interceptor	Ford Interceptor	Ford Interceptor	Ford Interceptor	Dodge Charger	Dodge Charger
Delivery	14 wks	8-10 wks	12-14 wks	12-14 wks	90 days	90 days	10-12 wks	90-120 days
Terms	C.O.D.	Net 30	C.O.D.	Net 30	Net 30	Net 30	Net 30	Net 30

Request for Bids:	
Newspaper Ad:	11-21-14
Vendor Notification:	190
Vendor Response:	8
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners RESOLUTION

No. 115-7

A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW FORD FOR MODEL YEAR CONTRACT UNIT PRICING FOR FLEET POLICE PURSUIT UTILITY VEHICLES 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 police pursuit utility vehicles; and,

WHEREAS, the bid from Mountain View Ford amounting to \$26,002.00 was considered to be the lowest and best bid received; and,

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

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

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

That the bid of Mountain View Ford for contract unit pricing for fleet police pursuit utility vehicles 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

January 7, 2015

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

November 21, 2014

Invitation to Bid – Hamilton County

Subject: One (1) year contract unit pricing for Fleet and Police Pursuit Vehicles and as per attached specifications.

Company Name: _____

Company Address: _____
Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____
Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: December 9, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered** or **delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Fleet Vehicles".
Proposal/Bid Number: 1114-078**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

II. DETAILED BID SPECIFICATIONS: 2014 – 2015 Marked Police Pursuit Utility Vehicles (SUVs)

Items found in this section set forth the County’s minimum expectations for the new and unused Police Pursuit Utility Vehicles (SUVs) 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 form must be completed for each vehicle being quoted. All quotes may be returned in one sealed bid envelope.*

MARKED POLICE PURSUIT SUVs 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.			
Bumper: Standard Bumper			
Cigarette Lighter: Located on the instrument panel, wired independently of the ignition system or auxiliary power outlets.			
Cooling System: Maximum available, factory installed, for engine, transmission and power steering.			
Cruise Control: Electronic with set and resume.			
Decals/Emblems: No dealer decals or emblems shall be placed on car.			
Door Locks: Remote keyless entry. Power door lock, controlled from driver’s door with passenger lock out.			
Drive Train: All Wheel Drive only.			
Engine Size: Largest available six (6) or eight (8) cylinder flex-fuel, manufactured and recommended for police package.			
Gas Tank: Minimum seventeen (17) gallons			
Gasoline: Vehicle to be delivered with a minimum of ½ tank.			

Bid #1114-078: Fleet Vehicle Specifications
Hamilton County, TN

MARKED POLICE PURSUIT SUVs SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Gauges: Manufacturer’s police pursuit gauge/indicator package located in instrument panel.			
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 hood latch release.			
Interior Floor: Interior matting will be heavy duty rubber front and rear.			
Key Codes: Ignition and trunk key codes are to be furnished on invoice.			
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.			
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.			
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).			
Rear Window Defogger: Required			
Seats & Upholstery: Front bucket with cloth upholstery. Rear seat vinyl. Heavy duty construction designed for rugged police use. Upholstery blue or black in color.			
Speedometer: Calibrated to within +/- 3MPH accuracy. Increments of 2 MPH. 0-140 MPH scale minimum, calibrated digital acceptable.			
Spotlight: Factory installed on driver’s side.			
Sound System: AM/FM Stereo with clock (factory standard equipment).			
Standard Equipment: All manufacturer’s standard police package equipment			
Steering: Power rack and pinion steering. High Speed Rated.			

Bid #1114-078: Fleet Vehicle Specifications
Hamilton County, TN

MARKED POLICE PURSUIT SUVs SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Steering Wheel: Tilt with anti-slip surface, factory installed.			
Suspension: Heavy-duty shocks, front and rear. Rated for high speed pursuit. Stabilizer bars front and rear (police package type).			
Theft Deterrent System: Required			
Tires: Speed rated radials or equal. Michigan State Specifications, rated at 147 MPH.			
Tools: Wheel wrench and heavy-duty jack.			
Traction Control: Required			
Transmission: Minimum five (5) speed with manufacturer recommended auxiliary transmission cooler.			
Trunk Mats: Rugged trunk mat offered on police package models.			
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).			
Vehicle & Body Side Molding Color: All White			
Warranty: Manufacturer’s Warranty must coincide with service date, not delivery date.			
Wheel Base: Minimum 110 inch wheel base. Minimum 195 inch overall length.			
Wheel Covers: Bolt on hubcaps.			
Wheels: 17” with heavy duty construction designed for police use. Compact Spare tire.			
Windshield Wipers: Multiple speed electric w/intermittent speed control.			
Wiring Provisions: Manufacturer’s standard wiring features that comply to the electrical requirements of these specifications accepted.			
Pre-delivery Services: A service check of systems required prior to delivery.			
Delivery: Delivery included in bid price. F.O.B Chattanooga, TN.			
Include Manufacturer’s Warranty Information with bid (Basic, Powertrain, etc.)			
Include Manufacturer’s Vehicle Spec Sheet with bid			
Include Terms for Payment with bid			
Fuel Efficiency – Provide city/highway/combined fuel mileage with bid below			

Bid #1114-078: Fleet Vehicle Specifications
Hamilton County, TN

Vehicle Purchase Estimate: Eight (8) Marked Police Pursuit SUVs

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

Sgt. Mark Williams
Hamilton County Sheriff's Department
Phone: (423)209-8900 or (423)443-2573

Questions concerning bid procedures should be directed to:

Linda Chumbler
Hamilton County Purchasing Department
Email: LindaC@HamiltonTN.gov
Phone: (423)209-6350; Fax: (423)209-6351

PRICING: Marked Police Pursuit SUVs

Use additional spaces if needed for additional models.

DRIVE TRAIN	YEAR/MAKE/MODEL	BASE PRICE PER VEHICLE	FUEL ECONOMY - CITY/HIGHWAY/ COMBINED	DELIVERY TIME
All Wheel Drive Police Pursuit SUV				

BID SUBMITTED BY:

Company Name: _____

Contact Name: _____

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

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

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **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 1114-078 - Log
Fleet Vehicle Contract**

11/21/2014 8:01 AM Eastern

Bids Due Date/Time: 12/09/2014 10:30:00 AM Eastern

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

Bids Due: 12/09/2014 10:30:00 AM Eastern

Message Summary		Message Detail		Document Detail			
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
11/21/2014 8:01:34AM	Eastern	Linda Chumbler	1114-078 - Fleet Vehicle Contract	Invitation	Please click on the above solicitation to access bid documents.	190	2

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

Please run the attached ad on November 21, 2014, in the legal notices.

LEGAL NOTICE

Bids for one (1) year contract unit pricing for staff vehicles and police pursuit vehicles will be opened at 10:30 AM (ET) on December 9, 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.

Gail B. Roppo
Director of Purchasing



Fleet Vehicle Contract - Police SUV - Sheriff's Vehicles
 Tuesday, December 09, 2014

Purchasing Department
 10:30 A.M.

Vendor/Vehicle Info:	Mtn. View Ford (HC)	Golden Circle Ford	Beaman Automotive Group	Ford of Murfreesboro	Mtn. View Chevrolet (HC)
Police Utility Vehicle	\$26,002.00	26,067.00	\$26,251.00	\$26,350.00	32,830.00
Make/Model	Ford Interceptor	Ford Interceptor	Ford Interceptor	Ford Interceptor	Chev Tahoe
Delivery	12-14 wks	90 days	90 days	12-14 wks	14 wks
Terms	C.O.D.	Net 30	Net 30	Net 30	C.O.D.

Request for Bids:	
Newspaper Ad:	11-21-14
Vendor Notification:	190
Vendor Response:	5
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners RESOLUTION

No. 115-8

A RESOLUTION ACCEPTING THE BID OF MOUNTAIN VIEW FORD FOR ONE (1) 4X2 UTILITY VEHICLE FOR THE HAMILTON COUNTY TRUSTEE’S OFFICE AMOUNTING TO \$19,116.00 AND TO AMEND THE GENERAL FUND CAPITAL OUTLAY BUDGET FROM PREVIOUSLY UNBUDGETED FUNDS AND AUTHORIZING THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for one (1) 4X2 utility vehicle for the Trustee’s Office; and,

WHEREAS, the bid from Mountain View Ford amounting to \$19,116.00 was considered to be the lowest and best bid received; and,

WHEREAS, the Trustee’s General Fund Capital Outlay Budget will be amended from previously unbudgeted funds in the amount of \$19,116.00.

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

That the bid of Mountain View Ford for one (1) 4X2 utility vehicle amounting to \$19,116.00 is hereby accepted, said bid being the lowest and best bid received and to amend the General Fund Capital Outlay Budget from previously unbudgeted funds is hereby accepted and authorizing the County Mayor to sign any contracts necessary to implement this resolution.

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

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 7, 2015

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

December 12, 2014

Invitation to Bid – Hamilton County

Subject: One (1) 4X2 Utility Vehicle as per attached specifications.

Total Bid Price: _____

Company Name: _____

Company Address: _____
Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____
Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: December 22, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered** or **delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

Mark outside envelope containing sealed bid: "Utility Vehicle".
Proposal/Bid Number: 1214-084

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

Bid#1214-084: 4X2 Utility Vehicle
Hamilton County, TN

SPECIFICATIONS

Hamilton County, Tennessee is soliciting bids for one (1) new and unused, current year model, 4x2 Utility Vehicle for the Hamilton County Trustee's Office. All prices must include shipping/delivery. The vehicle must meet or exceed the following specifications. Vehicle shall be equipped with all standard manufacturers' equipment for model bid. Any deviations from the specifications shall be provided in detail. Dealers are encouraged to submit two (2) bid prices, one for immediate delivery (from dealer stock) and one for vehicle ordered from manufacturer (usual bid procedure). **Vehicle for immediate delivery will not be purchased prior to Commission approval on January 7, 2014. Any vehicle bid for immediate delivery must be held on dealer's lot until approved by the Hamilton County Commission.**

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 December 22, 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#1214-084: Utility Vehicle". 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 bid/proposal. Please note that receipt of the bid by the County mail system (i.e., USPS) or any other Department other than Purchasing does not constitute receipt of a bid by the Purchasing Department. All proposals must be received in the Purchasing Department by the specified deadline.

<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 #1214-084 Utility Vehicle	Bid #1214-084 Utility Vehicle
Hamilton County Purchasing Department	Hamilton County Purchasing Department
117 East Seventh Street	455 N. Highland Park Avenue
Chattanooga, TN 37402	Chattanooga, TN 37404

Bid#1214-084: 4X2 Utility Vehicle
Hamilton County, TN

CONTACT:

Questions regarding specifications and bid procedures should be directed to:

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

Freight/ delivery charges must be included in bid price.

Delivery to:
Hamilton County Trustee's Office
Chattanooga, TN 37402

Completion of the Authorization to Bind Form:

Please complete and sign the attached Authorization to Bind form.

Attachments from Dealers:

Bid to include Manufacturer's spec sheets for vehicle to be ordered and window sticker for vehicle from dealer's stock, in order to aid in the bid evaluation.

PRICING SHEET

Minimum specifications for one (1) new and unused, current year model, 4 x 2 Utility Vehicle:

1. Gasoline engine – 2.5L 4 Cylinder (Minimum)
2. Wheel Base 105 inches (Minimum)
3. Cargo capacity behind front seat 67.2/66.4 – behind rear seat 31.4/30.9
4. Alternator standard
5. Fuel tank 17.5/15.1
6. Exterior color Black or White
7. Interior color Charcoal/Black
8. AM/FM stereo radio w/ CD player
9. Four (4) standard size w/ temporary spare
10. Tinted glass all sides and rear window
11. Full instrumentation to include climate indicator / outside temperature
12. All standard equipment furnished by manufacturer
13. Transmission minimum 6-speed automatic
14. Minimum five (5) passenger capacity
15. Front and rear bumpers
16. Driver and passenger mirrors - dual power
17. Power windows and door locks
18. Carpet with rubber floor mats
19. Front bucket seats with floor console and additional power points
20. Minimum ground clearance – 7.9 / 8.0 inches
21. Foot operated or hand released parking brake
22. Remote hood release
23. Intermittent / variable windshield wipers front and rear
24. Four (4) doors
25. Factory installed air conditioning front and rear vents

Make/Model: _____ In Stock Vehicle: \$ _____

Is your dealership willing to hold the on lot vehicle until Commission approval on January 7, 2014?

Yes _____ No _____

Make/Model: _____ Ordered Vehicle: \$ _____

Delivery: _____ Terms: _____

By: _____ Company Name: _____

Email Address: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

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

Solicitation 1214-084 - Log
(1) 4X2 Utility Vehicle

12/12/2014 8:07 AM Eastern

Bids Due Date/Time: 12/22/2014 10:30:00 AM Eastern

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

Bids Due: 12/22/2014 10:30:00 AM Eastern

Message Summary	Message Detail	Document Detail					
Message Summary		export	print	Records Per Page <input type="text" value="10"/>			
<u>Send Date</u>	<u>Time Zone</u>	<u>Sent By</u>	<u>Message Subject</u>	<u>Template Name</u>	<u>Message Comment</u>	<u># Sent</u>	<u># Failed</u>
12/12/2014 8:07:54AM	Eastern	Linda Chumbler	1214-084 - (1) 4X2 Utility Vehicle	Invitation	Please click on the above solicitation number to access bid documents.	193	0

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

Please run the attached ad on December 12, 2014, in the legal notices.

LEGAL NOTICE

Bids for one (1) utility vehicle will be opened at 10:30 AM (ET) on December 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.

Gail B. Roppo
Director of Purchasing



(1) 4x2 Utility Vehicle
December 22, 2014

Trustee's Office
10:30 A.M.

Vendors:	Mtn. View	Prater	Wade Ford	Auto Nation	Ford of
	Ford	Ford Inc.	Inc.	Ford of	Murfreesoro
	(HC)			Marietta	
Total Bid Price:	\$19,116.00	\$19,188.00	\$19,830.00	\$20,111.00	\$25,206.00
In Stock Vehicle	\$19,116.00			\$19,889.00	
Make/Model:	Ford Escape	Ford Escape	Ford Escape	Ford Escape	Ford Explorer
Delivery:	In Stock or 10-12 wks.	10-12 Weeks	90-120 days	As requested	14-16 Weeks
Terms:	Net of del.	C.O.D.	Net 30	Net 30	Net 30

Request For Bids:	
Newspaper Ad:	12/12/2014
Vendor Notification:	193
Vendor Response:	5
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners RESOLUTION

No. 115-9

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 \$150,050 (ONE HUNDRED FIFTY THOUSAND AND FIFTY 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 Services 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 \$150,050 (one hundred fifty thousand and fifty 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 within the period of 10/01/2013 to 06/30/2015 in the amount of 150,050 (one hundred fifty thousand and fifty 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.

CERTIFICATION OF ACTION

Approved:

Rejected:

County Clerk

Approved:

Vetoed:

County Mayor

January 7, 2015

Date



Hamilton County Board of Commissioners

RESOLUTION

No. 115-10

A RESOLUTION ACCEPTING THE BID OF LAWSON ELECTRIC COMPANY, INC. FOR INSTALLATION, TERMINATION, TESTING, PROGRAMMING AND CERTIFICATION OF A BOGEN QUANTUM INTERCOM SYSTEM AT EAST BRAINERD ELEMENTARY SCHOOL AMOUNTING TO \$29,700.00 FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for the installation, termination, testing, programming and certification of a Bogen Quantum Intercom System for East Brainerd Elementary School for the Telecommunications Department; and,

WHEREAS, the bid from Lawson Electric Company, Inc. amounting to \$29,700.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of Lawson Electric Company, Inc. for installation, termination, testing, programming and certification of a Bogen Quantum Intercom System for East Brainerd Elementary School for the Telecommunications Department amounting to \$29,700.00 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

January 7, 2015

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

November 6, 2014

Invitation to Bid – Hamilton County

Subject: Bogan Quantum Intercom System for the new East Brainerd Elementary School as per attached specifications.

Company Name: _____

Company Address: _____
Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____
Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: December 8, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)
Mandatory: *Pre-bid conference will be held at the construction site, located at 7553 Igou Gap Road, Chattanooga, TN 37402, on November 17, 2014 at 1:00 PM.*

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

Mark outside envelope containing sealed bid: "Bogan Quantum Intercom System".
Proposal/Bid Number: 1114-068
Attach Contractor's Identification Form to front of envelope containing bid documents.

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo.

Gail B. Roppo
Director of Purchasing

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

1.0 General

Hamilton County Government is accepting bids for the installation, termination, testing, programming and certification of a Bogen Quantum Intercom System. All work must be performed in accordance with prevailing codes, ordinances and regulations and meet or exceed guidelines sponsored or endorsed by the National Electrical Code (NEC) and reflect standards presented in EIA/TIA 569A Commercial Building Telecommunications Cabling Standards. Contractor must be Bogen Quantum certified.

This project will provide a complete intercom system including both talkback and one-way paging at the new East Brainerd Elementary, located in Hamilton County at 7335 Igou Gap Road, Chattanooga.

1.1 Building Conditions

The new East Brainerd Elementary School is a two story school building currently under construction. The cable installation will be performed in phases to coincide with the overall construction schedule.

1.2 Scope of Work

This project includes the installation of **non-plenum rated speaker cable** in the entire building. All cable will be terminated at the speaker, callback switch and communications closet end and must be labeled accordingly. Approximately 117 callback stations and 305 speakers of various types will be installed as a part of this project, including but not limited to ceiling speakers, wall mounted speakers, pendant speakers and horns. Exact speaker locations and types will be distributed at **the mandatory pre-bid conference on Friday, November 17, 2014.** (See details in Item 1.3).

All work must be performed in compliance with EIA/TIA 569A standards and NEC building codes. Certification of the complete intercom system must be provided upon completion of the project.

Hamilton County will provide all speakers, cable and head-end equipment that will be used on this project. Contractor will be responsible for providing miscellaneous items such as J hooks, cable wraps, etc used during the installation.

Materials required for the project will be provided to the selected contractor by Hamilton County. Responsibility for ordering, warehousing, and providing the materials on a timely basis to the contractor will remain with Hamilton County. The contractor will be responsible for scheduling and picking up materials from the designated Hamilton County warehouse, delivering them to the job site, and returning unused items to the warehouse.

1.3 Pre-Bid Conference and Site Visits

A mandatory pre-bid conference/site visit will be held at the school at **1:00 p.m. Eastern Time on Monday, November 17, 2014.** Attendance at the conference and/or site visit may be scheduled by contacting the Hamilton County Telecommunications Office at 423-209-6223. Copies of floor plans, detailed information regarding cable locations/terminations and other pertinent information will be provided to contractors at the site visit.

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

Each contractor may have no more than two people attend the site visit. **Contractors are not allowed to visit the school without prior approval of the Hamilton County Telecommunications.**

2.0 Instructions for Submitting Bids

2.1 Issuing Office

These bid documents are being issued by the Hamilton County Purchasing Department, 455 North Highland Park Avenue, Chattanooga, TN 37404. Technical inquiries regarding this project should be directed in writing to Hamilton County Telecommunications, Attn: Eric Porter by fax 423-209-6224 or email to ericp@hamiltontn.gov. Questions concerning bid submission should be directed to Linda Chumbler, Purchasing Department, by FAX 423-209-6351 or email lindac@hamiltontn.gov. Office hours are 8:00 a.m. to 4:00 p.m. Eastern Time, Monday through Friday. **Inquiries should not be directed to the school.**

The County has assigned the following identification number to this bid – it should be referenced in all communications regarding this bid.

Bid # 1114-068

2.2 Clarification and Interpretation of Bid Documents

In the event that any interested contractor finds any part of the listed specifications, terms or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Hamilton County, in writing, of such matters immediately upon receipt of this Invitation to Bid.

2.3 Discussions

Discussions may be conducted with the contractors who have submitted bids determined to be reasonably likely of being considered for selection, to assure a full understanding of, and responsiveness to, the bid requirements. Every effort will be afforded to assure fair and equal treatment with respect to the opportunity for discussion of their respective bids.

2.4 Price Guarantee

Contractors are asked to guarantee their prices for a period of 90 days from the date the bids are opened.

2.5 Response to Request for Bid

2.5.1 Related Costs

Hamilton County is not responsible for any costs incurred by any contractor pursuant to this Bid. The contractor shall be responsible for all costs incurred in connection with the preparation and submission of its bid.

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

2.5.2 Package

The bid package for this offering involves the use of a **single BID DETAIL envelope**. Instructions for properly compiling and submitting your bid package are provided in the remaining paragraphs of this and the following sections of this document.

Special attention is called to the T.C.A. Section 62-6-119 (b) requirement that certain information must be disclosed where requested on the BID DETAIL envelope for the prime contract and for any electrical, plumbing, heating, ventilation, and air conditioning subcontractors if the subcontractor's bid amount(s) is \$25,000 or more. The information reported on each BID DETAIL envelope should be limited to that which is specific to the bid materials contained in that specific envelope. In the event there is no sub-contractor participation for one or more of the trades noted in the sub-contractor section of a particular BID DETAIL envelope, the first blank space associated with the trade shall be marked "Not Applicable". The only allowable exception to these requirements shall apply to any BID DETAIL envelope that is marked "No Bid". It is ultimately the bidder's responsibility to be able to demonstrate compliance with these instructions, if requested. Failure to comply with these requirements will automatically disqualify the bid contained in the offending BID DETAIL envelope.

Each BID DETAIL envelope containing a bid must include the original and one complete copy of the bid and must be sealed. Additionally, an entire copy of your bid package on CD in PDF format must be included. The package should be clearly marked "Bid for Ooltewah Elementary School Bogen Quantum" and **returned by hand delivery or Common Carrier to the Hamilton County Purchasing Department, 455 North Highland Park Avenue, Chattanooga, TN 37404. (If mailing your bid by US Postal Service, use the 117 East 7th Street, Chattanooga, TN 37402 address). DO NOT DELIVER TO THE TELECOMMUNICATIONS OFFICE.**

2.5.3 Deadline

Sealed bids will be accepted **before 10:30 a.m. on Monday, December 8, 2014**. Bids received at or after that time will be deemed invalid and will not be opened. Contractors mailing their bid packages must allow sufficient time to ensure receipt of their package by the time specified. **There will be no exceptions.**

2.6 Contents of Bid Detail Envelopes

2.6.1 Response

Bid must include a point-by-point response to the bid request. Contractors must state the section number of each point or question from the bid request, followed by the response. If no specific information is required from the vendor, "Understand and comply" will be an acceptable response.

2.6.2 Proposed Prices

All unit pricing information and the total amount bid for the complete project must be included in the BID DETAIL envelope.

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

2.6.3 Authorized Signature

BID DETAIL envelope must include the legal name of the contractor and a statement as to whether the contractor is a sole proprietor, a partnership, a corporation, or any other legal entity. The bid must be signed by a person or persons legally authorized to bind the contractor to a contract.

2.6.4 Addenda

BID DETAIL envelope must include an acknowledgment of receipt of all addenda, if applicable.

2.6.5 Bid Bond

Due to the limited time frame of this bid process the normal bid bond, 10% of the amount of the proposed cost, will be waived on this project. However, a 100% Performance Bond will be required from the successful contractor at the time the contract is signed and submitted for County approval.

2.6.6 Bid Documents

In addition to the point-by-point response, each BID DETAIL envelope must include all forms included in this Invitation to Bid.

2.6.7 Condition of Response

All bid forms must be completed in a legible manner (ink or typewritten) so that all prices and descriptions are easily understood. Erasures or other changes in the bid should bear the signature or initials of the contractor.

2.7 Withdrawal or Modification of Bid

A withdrawn bid may be resubmitted up to the time designated for the opening of bids provided that it then fully conforms to the same general terms and requirements.

2.8 Evaluation and Award of Contract

2.8.1

Bids will be examined for compliance with all the requirements in Sections 1 and 2. Bids that do not comply will be disqualified without further evaluation.

2.8.2

In evaluating bids, Hamilton County will consider the qualifications of the contractors, including previous jobs completed and experience level of personnel. The County may conduct such investigations as deemed necessary to assist in the evaluation of any bid. If such an investigation fails to satisfy the County that such contractor is properly qualified to carry out the obligations of the contract, the bid will be rejected.

2.8.3

Qualifications of all sub-contractors will be considered in the evaluation of all bids.

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

2.9 Award of Contract

2.9.1

Hamilton County reserves the right to reject any and all bids, to waive any and all irregularities and to negotiate contract terms with the successful contractor, and the right to disregard all nonconforming, nonresponsive, or conditional bids.

2.9.2

Hamilton County reserves the right to award the contract to the bidder that best responds to the Invitation to Bid by submitting the “lowest and best” bid.

2.9.3

Hamilton County will give the successful contractor a Notice of Award within 3 days after final action of the Hamilton County Board of Commissioners and/or County Mayor.

2.10 Schedule of Events

1. November 6, 2014 - Legal Notice of Bid
2. November 17, 2014 - Pre-Bid Conference/Site Visit
3. December 8, 2014 - Deadline to Submit Bids
4. January 7, 2015 - Award of Bid
5. January 26, 2015 - Tentative - Contractor Begins on Site
6. Second Quarter 2015 - Installation Completed

3.0 Terms and Conditions

3.1 Information, Discussion and Disclosures

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

Contractors must not make available nor discuss any cost information contained in the bid with any employee of Hamilton County from the date of issuance of this Invitation to Bid until the contract award has been announced, unless allowed by the Hamilton County Telecommunications Office for the purpose of clarification or evaluation.

Information relating to the award of this contract shall be open to the public only after evaluation of bid has been completed.

3.2 Addenda

In the event that Hamilton County finds it necessary to supplement, modify, or interpret any portion of the Invitation to Bid prior to the bid due date, a written addendum will be mailed, faxed, or delivered to all known prospective contractors.

All addenda will become a part of the bid documents and must be acknowledged in writing in the submitted bid package.

3.3 Performance Bonds

The successful contractor must furnish a performance bond in an amount equal to

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

one hundred percent (100%) of the total contract price. This bond will serve as guaranty of faithful performance and for the payment of all persons performing labor and or furnishing material in connection therewith. This bond shall remain in effect for one year after the date of final payment.

The performance bond must be delivered to Hamilton County at the same time the signed contract is delivered to Hamilton County. Contract must be submitted within ten (10) days of the award of the contract.

3.4 Insurance

Contractors shall maintain limits no less than the amounts specified in the following sections.

3.4.1

Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- a. Premise/Operations
- b. Explosion, Collapse and Underground Property Damage hazard (only when applicable to the project)
- c. Products/Completed Operations
- d. Contractual
- e. Independent Contractors
- f. Broad Form Property Damage
- g. Personal Injury

3.4.2

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

- a. Owned/Leased Autos
- b. Non-owned Autos
- c. Hired Autos

3.4.3

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

3.4.4

Builders Risk Insurance – This covers building structures and personal property, vandalism, malicious mischief and all risks associated with the construction project. Consult Hamilton County's Risk Manager, at 423-209-6375, with any questions or concerns.

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

3.4.5

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

3.5 Security

The successful contractor shall be responsible for providing security for materials stored on the construction site during all phases of installation. Prior arrangements for storage of materials on the job site must be coordinated with the Hamilton County Telecommunications Office.

3.6 Payment Schedule

Payment will be made to contractor at the completion of each phase of the project. The project will be considered as complete after all cable has been installed, terminated, labeled, tested, and certified; the intercom system is completely functional and personnel have been trained. Written certification of cable tests, marked drawings, cable records and training documentation must be presented to the County Telecommunications Office. A final inspection will be conducted by the County Telecommunications Office, the job will be accepted, and payment will be made to the contractor.

3.7 Liabilities

3.7.1

The contractor will indemnify Hamilton County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the contractor or its subcontractors.

3.7.2

Hamilton County has no obligation for the payment of any judgement or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this bid document.

3.8 Completion, Liquidated Damages and Termination

3.8.1 Completion

This project is being scheduled to allow the contractor adequate time to complete the project during normal business hours. Installation will be closely coordinated between the County Telecommunications Office and the Contractor. All work must be completed as construction progresses, but tentatively we expect all cabling, terminations, testing, etc completed no later than May 30, 2015, unless the County Telecommunications Office approves alternate arrangements in writing.

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

3.8.2 Scheduling

An initial planning meeting will be held with the successful contractor to clarify all requirements and finalize the schedule of events that will transpire during the implementation of the contract. For purposes of submitting a bid on this project, contractors should prepare a schedule using the beginning and ending dates as stated in these bid documents.

3.8.3 Liquidated Damages

Should the successful contractor fail to complete the work under this contract documents within the time specified, the contractor shall pay to the County, as liquidated damages and not as a penalty, the amount of \$100 per calendar day of default unless a written extension of time granted by the County specifically provides for the waiving of liquidated damages.

3.8.4 Termination

In the event of any breach of contract by the successful contractor, Hamilton County may serve written notice to the contractor of its intention to terminate the contract and, unless within ten (10) days after serving such notice such violation shall cease, the contract will be terminated without any liability or cancellation charges to Hamilton County.

3.9 Assignment

Neither the contractor nor Hamilton County may assign this agreement without the prior written consent of the other party.

3.10 Subcontracting

The contractor may subcontract portions of the work to be performed but shall retain full responsibility for all work. A list of all subcontractors, as defined in this Section, must be included in the bid package. Written pre-approval of subcontractors must be obtained from Hamilton County Telecommunications Manager **prior** to them being on-site.

3.10.1

The contractor must submit a list of all subcontractors proposed for portions of the work. The exact portion of the work that the subcontractor will perform must be clearly identified.

3.10.2

Hamilton County will consider the qualifications of all subcontractors in the evaluation of any bid. Failure to submit proper documentation of subcontractor's ability to meet the stated requirements may be reason to reject contractor's bid.

3.10.3

Hamilton County reserves the right to reject any subcontractor proposed for work on this project. The contractor must agree to replace a subcontractor at the sole discretion of Hamilton County.

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

4.0 Contractor Qualifications

- 4.1 All bidders must be licensed contractors with the State of Tennessee and must provide evidence of license in an appropriate classification before such bid will be considered.
- 4.2 The contractor must be an experienced, reputable Bogen Quantum certified contractor. If the selected contractor does not already have a Hamilton County business license, they must secure one when the contract is awarded and must submit the business license number with the signed contract.
- 4.3 Hamilton County has selected the Bogen Quantum System to be used on this project. In order to qualify for the manufacturer's warranty on the complete installation project, the contractor and all technicians performing the installation must be trained and certified, or scheduled to be trained and certified, by the manufacturer prior to award of contract. Contractor must include in the submitted bid documentation proof of current certification from Bogen for the selected job supervisor and all technicians that will work on this project. All technicians assigned to work on this project must be full-time employees of the selected contractor.
- 4.4 The successful contractor will be required to submit a performance bond in the amount of one hundred percent (100%) of the total bid at the time the contract is accepted.
- 4.5 Contractor must submit the name and qualifications of the person that will manage and oversee this project. This person will be expected to be on-site on a regular basis, in attendance at all general contractor job site meetings and available to respond to technical questions, scheduling changes or conflicts, or requests for information from the Hamilton County Telecommunications Manager in a professional, expedient manner. The project manager will be responsible for submitting verbal and/or written requests for information or changes, coordination of work schedules and provisioning of adequate resources to successfully complete each phase of the project, and coordinating installation issues with the County or related subcontractors.
- 4.6 Contractor must submit the name and qualifications of the person that will supervise the daily performance of all work covered under this Bogen Quantum intercom project. The supervisor will be in attendance at the project site each day that work is in progress under the terms of this contract and will be responsible for ensuring that all work is performed in compliance with the specifications and drawings. The supervisor should have enough manpower working each day so that they can supervise all aspects of the installation.
- 4.7 Contractor must use only skilled, experienced and reliable installers/technicians in the implementation of the structured intercom system and shall discontinue the services of anyone employed on this project upon written request of the Hamilton County Telecommunications Office.
- 4.8 Contractor must provide names and phone numbers, including pagers, for the appropriate personnel to contact for problem resolution. If necessary, after hours contact should be available.

4.9 Contractor must agree to weekly progress meetings with the County Telecommunications Manager, as necessary, to review the progress of the job. Reports of work completed must be provided to the County Telecommunications Manager weekly; form will be provided to successful contractor. Failure to maintain the agreed upon schedule may be reason to terminate the contract.

5.0 Cabling Specifications

Unless stated otherwise, this entire project will adopt the EIA/TIA 569A Commercial Building Telecommunications Cabling Standards as the minimum specifications for the installation of all cabling on this project. Contractors responding to this Invitation to Bid will be expected to be familiar with these Standards and to guarantee the implementation of these Standards in every area of this project.

Exposed cables or splices in cables are strictly prohibited in this project.

5.1 Cable Routing and Support

5.1.1

An overhead cable tray has been provided by the electrical sub-contractor to be used for routing and support of all communications cables in corridors between telecommunications closets and work area outlets. Cable trays are designed to support cables only; cables must be pulled outside the tray and then placed in the tray for support.

5.1.2

Conduit sleeves or EZ-Paths are provided for access in and out of classrooms, telecommunications closets or any other locations where fire rated walls need to be penetrated.

5.1.3

All overhead cable must be supported in accordance with EIA/TIA 569A standards between WAO locations and conduit or cable tray and/or telecommunications closets. Contractor should provide acceptable support devices.

5.1.4

A minimum spacing of 6" must be maintained between cables and sources of EMI such as fluorescent lights.

5.1.5

Extra attention should be paid to maintain EIA/TIA acceptable pulling tension and bend radius on all cables. Failure to comply with this standard may require cables to be replaced.

5.1.6

Intercom speaker and callback cabling will be installed according to Hamilton County standards. Specific instructions will be issued at the mandatory pre-bid conference (see details in Item 1.3). Contractor will be expected to work closely with the voice and data communications cabling contractor.

5.2 Telecommunications Closets/Cabinets

5.2.1

Telecommunication closets have conduit sleeves or cable tray penetrating walls for access into closets. Cable tray will be provided inside each telecommunications closet at a height slightly lower than access to sleeves/trays to allow for proper distribution of cables to the appropriate backboards or racks.

5.2.2

Horizontal and vertical cable management (provided by the County) must be installed to hold cable in place to termination point.

5.2.3

Exact layout of all head-end equipment will be discussed and agreed upon between the contractor and the County Telecommunications Office. Electrical outlets have been provided around the closet to provide the necessary power for all equipment.

5.2.4

Contractor will be responsible for proper installation of County provided power strips and/or UPS on each rack.

5.3 Grounding and Bonding System

5.3.1

Contractor shall install a proper grounding and bonding system which shall be integrated with, and in addition to, the existing electrical grounding system within the building.

5.3.2

The telecommunications grounding system shall be in accordance with EIA/TIA-607 "Commercial Building Grounding and Bonding Requirements for Telecommunications".

5.3.2.1 As a minimum, a main grounding bus bar will be installed by others in the Telecom Closet indicated as the Main Distribution Frame (MDF); and a grounding bus bar will be installed by others in each Telecom Closet indicated as Intermediate Distribution Frames (IDF).

5.3.2.2 Each rack, tray, etc in each Telecom Closet must be properly grounded, as required, to the grounding bus bar.

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

5.3.2.3 Contractor will be responsible for coordinating with Hamilton County all work necessary to insure all grounding and bonding requirements have been met in regard to the telecommunications cabling infrastructure.

5.4 Fire Stopping

5.4.1

The voice and data communications cabling contractor will be responsible for verifying that all penetrations are sealed through fire rated walls and floors created by or made on the behalf of the contractor in order to route telecommunications cabling. The intercom contractor is expected to work closely with the voice and data communications contractor to assist and ensure the fire-stopping is completed in a timely manner.

5.4.2

The fire rating of the penetration seal shall be at least that of the floor or wall into which it is installed as required by the National Electric Code.

5.4.3

Hamilton County will provide the sealant as a part of owner provided materials.

5.4.4

Removable fire-stopping pillows will be used in large openings, such as cable trays that may penetrate a wall. Contractor will be responsible for following proper installation procedures per manufacturer's specifications.

5.5 Work Area Outlets

Single gang boxes with conduit stubbed up wall to above ceiling height are provided for callback switches.

5.6 Labeling

5.6.1

All labeling must conform to EIA/TIA 606 standards. At a minimum, all cable runs must be labeled at both ends. An end is any point where the wiring is terminated on a cross-connect field, a patch panel or with a jack connection. Specific labeling methods must be approved by Hamilton County prior to use on this project. Labels must be typed or computer generated. Handwritten labels will not be acceptable. Hamilton County Telecommunications will provide instructions on labeling nomenclature.

5.6.2

All speaker and callback cables will be labeled by the intercom contractor.

5.6.3

In all cases, cables shall be labeled with the same cable designation at both ends.

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

5.7 Cable Documentation

5.7.1

Contractor must provide a detailed as-built drawing and cable plant schematic depicted on floor plans provided by the County.

5.7.2

Cable records must be bound in a binder in numerical order, and must identify, as a minimum, room number, speaker number, callback station number and head-end port. The records must be in a legible, easy to read format.

5.8 Testing

The contractor shall be responsible for repairing or replacing and retesting any cables that are found to be deficient.

5.9 Facility Restoration

Every precaution should be taken for protection of walls, carpets, etc when pulling cable. Any penetration of wallboard will require patchwork that complies with fire protection, security, and/or separation requirements. Damage to exposed areas that require the County to repair will be charged back to the cable contractor.

5.10 Warranty

5.10.1

Contractor must provide a one-year warranty on the installed cabling and system from the date of system acceptance. The coverage must cover complete installation of all materials installed by the contractor and actual installation methods and workmanship. Damage to any equipment resulting from the fault or negligence of the contractor shall be repaired or replaced by the contractor at no cost to the County.

5.10.2

Contractors, as certified installers for Bogen, will be understood to be the first line of contact for the warranty period offered by the cable or hardware manufacturer.

5.10.3

Manufacturer's representatives will be required to do an on-site review of all installation performed by the cable contractor. Any discrepancies between the representative and the certified installer will be resolved in the presence of the Hamilton County Telecommunications Manager so as to protect the warranty of the Intercom System.

6.0 Bid Documents

Original documents from attorneys, banks, insurance companies, etc., may be substituted for the forms provided. All other requested bid documents are required as a part of the bid package.

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

6.1 Bid Agreement

6.2 Bid Form

6.3 Unit Prices

INCLUDED AS ATTACHMENTS

Contract Work on School Grounds Affidavit

Drug-Free Workplace Affidavit

State Contractors License Information

Disadvantaged Business Enterprise Affidavits

Authorization to Bind

Terms and General Bid Conditions

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

6.1 Bid Agreement

Project: Bogen Quantum Intercom – East Brainerd Elementary School

This Bid is submitted by hand delivery or Common Carrier to:

Hamilton County Government
Purchasing Department
455 North Highland Park Avenue
Chattanooga, TN 37404

This Bid is submitted by US Postal Service:

Hamilton County Government
Purchasing Department
117 East 7th Street
Chattanooga, TN 37402

1. Contractor has carefully examined the construction site, the technical specifications, Instructions for Submitting Bid, the form of bonds, and all other contract documents, and thoroughly understands their stipulations, requirements, and provisions.
2. Contractor has made such independent investigations as contractor deems necessary to become thoroughly familiar with the conditions under which the work will be performed.
3. Prices on the bid form shall include all labor, materials, safety measures, overhead, profit, insurance, etc. to cover the finished work.
4. Contractor agrees that, if awarded the contract, all work there under shall be conducted in such a manner and with sufficient materials, labor, tools, equipment, apparatus, and incidentals as is necessary to insure satisfactory completion of the project within the time stipulated in the Notice to Proceed. All work will be scheduled with the Hamilton County Telecommunications Office.
5. Contractor accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the work on time.
6. Contractor represents that his bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporations.
7. Contractor understands that the County reserves the right to reject any or all bids and to waive any informalities in the bid process.
8. Contractor will complete the work as described in the specification for the price(s) as shown on the following bid form.

Respectfully Submitted: Date _____

Signature

Company Name

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

6.2 Bid Form

Bid of _____ (hereinafter) called "CONTRACTOR",
organized and existing under the laws of the State of Tennessee doing business as
_____*.

To Hamilton County Government (hereinafter called "Owner").

In compliance with your Advertisement for Bids, CONTRACTOR hereby proposes to perform all work for the Hamilton County Telecommunications Bogen Intercom Project, dated November 6, 2014 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of the BID, each CONTRACTOR certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other CONTRACTOR or with any competitor.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the time specified therein. CONTRACTOR further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as provided in Section 3.8.3 of this Request for Bid.

CONTRACTOR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM (IF APPLICABLE):

- Addendum #1
- Addendum #2
- Addendum #3

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

CONTRACTOR agrees to perform all work described in the CONTRACT DOCUMENTS for the following base bid.

BASE BID _____ DOLLARS

\$ _____

CONTRACTOR agrees that in the event the number of speakers and/or callback switch cables are increased or decreased by more or less than 5% during the term of the contract the following unit prices will apply. The unit price should be the total labor price to install, terminate, test and certify individual cable runs (where applicable) and the installation of the ceiling speaker and/or callback switch. (Please note any such adjustment will only apply to unit counts that fall outside the +/- 5% range cited above.)

ITEM	UNIT PRICE PER DROP
Installation of Ceiling Speaker and/or callback switch, including cable installation	_____

Respectfully Submitted:

Signature

Company Name

Title

Address

Business License Number

Date

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

ADDITIONAL EXHIBITS WILL BE PROVIDED AT THE SITE VISIT

EXHIBITS INCLUDE:

- 1. Communications drawings**
- 2. Matrix of cable runs and termination points**

CONTRACTOR'S IDENTIFICATION FORM

This form must be attached to the sealed envelope containing the Bid. Failure to provide the following information on the sealed envelope will be considered a non-responsive Bid.

BIDDER:	Complete the following for all Subcontractors:
<u>Name</u>	<u>Subcontractor (Plumbing)</u>
<u>Address</u>	<u>Address</u>
<u>Tennessee License No.</u>	<u>Tennessee License No.</u>
<u>Expiration Date</u>	<u>Expiration Date</u>
<u>Monetary Limit \$</u>	<u>Monetary Limit \$</u>
<u>Classification</u>	<u>Classification</u>
	<u>Subcontractor (Electrical)</u>
	<u>Address</u>
	<u>Tennessee License No.</u>
	<u>Expiration Date</u>
	<u>Monetary Limit \$</u>
	<u>Classification</u>
	<u>Subcontractor (HVAC)</u>
	<u>Address</u>
	<u>Tennessee License No.</u>
	<u>Expiration Date</u>
	<u>Monetary Limit \$</u>
	<u>Classification</u>

SEALED BID/PROPOSAL FOR:

Hamilton County Government
Telecommunications Project Identified As:

BID/PROPOSAL OPENING DATE:
BID/PROPOSAL OPENING TIME:

DELIVER BID/PROPOSAL PACKAGE TO:
Hamilton County Purchasing Department
455 North Highland Park Avenue
Chattanooga, TN 37404

**SECTION 00417
CONTRACT WORK ON SCHOOL GROUNDS AFFIDAVIT**

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Hamilton County to provide construction services on the grounds of a school when children are present, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. § 49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
3. The Company is in compliance with T.C.A. § 49-5-413.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2014.

Notary Public

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

4. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
5. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
6. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____
COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2014.

Notary Public

My commission expires: _____

BID # 1114-068 East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

STATE CONTRACTORS LICENSE REQUIREMENT

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be in compliance with the T.C.A. 62-6-102 through 62-6-119. Bidders must have a State Contractors License at the time of the bid opening and produce a copy of same. Bids shall be submitted in a sealed envelope clearly marked as follows:

Project Title:

Bidder's name and Address:

Bidder's Tennessee Contractor's License Number:

Bidder's License Expiration Date:

Bidder's License Category of Classification:

All envelopes containing bids that are not marked as described above will be declared non-responsive and will not be opened. The Contractor's Identification Form included in these Attachments must be used for this purpose and affixed to the outside of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified on the Bid form.

NON-DISCRIMINATION MINORITY HIRING

In determining the suitability and acceptability of proposed bidders, the County reserves the right to consider each bidder's commitment to hire minorities and/or subcontract with minority contractors, relative to certain phases of the contracted services.

Except to the extent permitted by Federal Laws and Regulations for a bona fide occupational qualification, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, disability, national origin, sex, or age. The contractor will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, creed, color, handicap, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or any other forms of compensation and selection for training.

The bidder/contractor agrees to comply with Title VI, as prescribed in the Civil Rights Act of 1964 (42 U.S.C. 2000(D) and 28 CFR 42 et seq., which provides that "no person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal Financial Assistance."

The Contractor will, in all solicitations for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, disability, national origin, sex, or age. The words "equal opportunity employer" in all advertisements shall constitute compliance with this section.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order for goods or services that are subject matter of this Agreement. The Owner shall have the right, at his option, to cancel the Agreement in whole or in part.

The Contractor will contact the Chattanooga Urban League for assistance in providing minority job applicants. The Chattanooga Urban League shall be allowed to visit the jobsite to observe the minorities and to contact the contractor if necessary to discuss the number of minorities employed.

The Contractor will have an affirmative action plan.

BID # East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GUIDELINES

Hamilton County has adopted certain Disadvantaged Business Enterprise Utilization Guidelines (Resolution No. 701-40, dated July 18, 2001) hereinafter referred to as DBE Guidelines, that are designed to encourage the participation of certain businesses in construction contracts and/or subcontracts, and the providing of goods and services financed with federal, state and/or County funds. In its consideration of the bidder to be awarded this contract, the County will not only consider the lowest and best bid submitted by prospective bidders, but will also evaluate each bidder's demonstrated and documented efforts to utilize certified disadvantaged business enterprises by establishing joint ventures and partnerships, and/or the awarding of subcontracts for this project. Hamilton County's annual goal is to award DBE's at least 10% of funds expended on contracted construction projects and on goods and services.

Particular questions regarding the definition of a "Disadvantaged Business Enterprise", compliance with the Guidelines, or questions on how to receive a copy of the Guidelines may be addressed by contacting Hamilton County EEO Officer/DBE Liaison Ken Jordan, at 423.209.6146 (office), 423.209.6145 (fax) or DBE@HamiltonTN.gov.

The DBE Good Faith Effort Affidavit must be signed by the Contractor submitting the bid and included in the bid package. The DBE Solicitation Verification and Sub-Contract Services Verification Forms will be completed only by the successful bidder and filed with the County after the Award of the Contract.

SUBCONTRACTOR PERIODIC PAYMENTS

As stipulated in these Contract Documents, the contractor will be required to pay all subcontractors periodic payments for the successful work done on the project within fifteen (15) days of the contractor receiving a payment from the Owner. Thereafter, upon the completion of the project and acceptance by the Owner, the contractor shall receive any and all retainage previously withheld by the Owner, and shall pay to all subcontractors any retainage due said subcontractor(s) within fifteen (15) days following the contractor's receipt of said payment.

Upon the Owner's receipt of written notice of the Contractor's failure to promptly pay all subcontractors according to this Contract for work satisfactorily performed at the appropriate stage of completion of the work, the Owner shall initiate an investigation into said allegations. Should said investigation substantiate the allegations charged against the Contractor, the Contractor shall be afforded five (5) working days in which to correct the matter. Failure of the Contractor to correct the matter within said five (5) day period shall result in a financial penalty of Two Hundred Dollars (\$200.00) per day being assessed against the contractor, retroactive to the date of the first occurrence of the Contractor's failure. Additionally, the amount of the Contractor's cooperation on any contract with Hamilton County will be considered in the awarding of any bids on future contracts.

In the event "good cause" for any delay or postponement by the Contractor in payment of any funds due to a subcontractor shall be established, no penalties will be assessed against the Contractor. Good cause shall be determined by a committee established by the Owner to monitor the contractor's adherence to Hamilton County's DBE Guidelines.

In the event there arises any dispute(s) relative to the Contractor's performance of duties relating to payment of subcontractors for services performed by them in the overall project, Contractor hereby agrees that said dispute(s) shall be settled by binding arbitration as governed by the laws of the State of Tennessee. Contractor further agrees to cooperate in the selection of an arbitrator to hear the matter, and will not unreasonably delay in the selection of said arbitrator. Contractor further acknowledges that an appeal of any such arbitration decision shall be filed with a court within Hamilton County having appropriate jurisdiction pursuant to Tennessee Uniform Arbitration Act (T.C.A. 29-5-301).

BID # _____ East Brainerd Elementary School – Bogen Quantum Intercom
Hamilton County, TN

DBE GOOD FAITH EFFORT AFFIDAVIT

The undersigned Contractor, having bid on the telecommunications project commonly known as _____, as solicited by Hamilton County, Tennessee (a political subdivision of the State of Tennessee), on _____, 2014, does hereby attest that it has made a good faith effort to enter into a contractual agreement with the herein-below named Disadvantaged Business Enterprise(s) (DBE) for the providing of certain sub-contractual jobs and workings on this project.

Further, said Contractor does hereby commit to Hamilton County that it will include, to the maximum extent possible, DBE's in the performance of the services herein contracted.

<u>Name of DBE</u>	<u>Address</u>	<u>Phone</u>	<u>% of Project</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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Dated this ____ day of _____, 2014. _____
Name of Contractor

BY: _____

Title: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

November 21, 2014

Addendum 1

Title: Bogan System for East Brainerd Elementary School
Bid/RFP#: 1114-068

Section 4.0 Contractor Qualifications

Add

4.1.1 Awarded Contractor will be required to obtain a City of Chattanooga Low-Voltage Certification which can be obtained through the City of Chattanooga Board of Electrical Examiners located at 1250 Market Street, Chattanooga, TN 37402, (423) 643-5800 before work begins on the job.

We are sorry for any inconvenience this may have caused.

Regards,

A handwritten signature in cursive script that reads "Gail B. Roppo/ee".

Gail B. Roppo
Director of Purchasing



Hamilton County, Tennessee On-Line Bid Administration System

[Technical Support](#) | [FAQ](#) | [Help](#)

[Log Out](#)

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

- [Home](#)
 - [Solicitations](#)
 - [Vendors](#)
 - [Reports](#)
- [Setup](#)
 - [Events](#)
 - [Categories](#)
 - [Documents](#)
 - [Questions](#)
 - [Bidders](#)
 - [Bids](#)
 - [Log](#)

Solicitation 1114-068 - Log
Bogen Intercom System for East Brainerd Elementary
 Bids Due Date/Time: 12/08/2014 10:30:00 AM Eastern

11/06/2014 7:57 AM Eastern

Visible to Vendors: Currently Visible [Hide](#) **Bids Due:** 12/08/2014 10:30:00 AM Eastern

Message Summary	Message Detail	Document Detail					
<p>Message Summary export print </p>		<p>Records Per Page </p>					
<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>
11/06/2014 7:57:13AM	Eastern	Linda Chumbler	1114-068 - Bogen Intercom System for East Brainerd Elementary	Invitation	Please click on the above solicitation number to access bid documents.	574	0

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

Please run the attached ad on November 6, 2014, in the legal notices.

LEGAL NOTICE

Bids for installation, termination, testing, programming and certification of a Bogen Quantum Intercom System for the new East Brainerd Elementary School will be opened at 10:30 AM (ET) on December 8, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Contact the Telecommunications Department, at 423-209-6222, to register for the mandatory pre-bid meeting and for specifications. Specifications may also be obtained at www.hamiltontn.gov/purchasing.

A mandatory pre-bid conference will be held at construction site, 7553 Igou Gap Road, Chattanooga, TN 37421 on November 17, 2014 at 1:00 PM (ET).

Gail B. Roppo
Director of Purchasing



CONTRACTOR	BASE BID	PER DROP PRICE
Southeastern Communications	\$48,638.91	\$100.00
Lawson Electric	\$29,700.00	\$75.00

Request for Bids:	
Newspaper Ad:	11-6-2014
Vendor Notification:	574
Vendor Response:	2
Budgeted:	Bond Fund



Hamilton County Board of Commissioners RESOLUTION

No. 115-11

A RESOLUTION ACCEPTING THE BID OF CLEARLINE NETWORKS, LLC FOR INSTALLATION, TERMINATION, TESTING, PROGRAMMING AND CERTIFICATION OF THE COMMUNICATIONS CABLING FOR EAST BRAINERD ELEMENTARY SCHOOL AMOUNTING TO \$79,000.00 FOR THE TELECOMMUNICATIONS DEPARTMENT AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, bids were received in response to public advertisement for the communications cabling project at East Brainerd Elementary School for the Telecommunications Department; and,

WHEREAS, the bid from ClearLine Networks, LLC amounting to \$79,000.00 was considered to be the lowest and best bid received; and,

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

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

That the bid of ClearLine Networks, LLC for installation, termination, testing, programming and certification of the communications cabling for East Brainerd Elementary School for the Telecommunications Department amounting to \$79,000.00 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

January 7, 2015

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

November 4, 2014

Invitation to Bid – Hamilton County

Subject: Communications cabling of the new East Brainerd Elementary School as per attached specifications.

Company Name: _____

Company Address: _____
Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____
Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: December 1, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)
Mandatory: *Pre-bid conference will be held at the construction site, located at 7553 Igou Gap Road, Chattanooga, TN 37402, on November 14, 2014 at 1:00 PM.*

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 **or mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

Mark outside envelope containing sealed bid: "Communications Cabling for East Brainerd".
Proposal/Bid Number: 1114-066
Attach Contractor's Identification Form to front of envelope containing bid documents.

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

November 4, 2014

Addendum 1

Title: Communications Cabling for East Brainerd Elementary School
Bid/RFP#: 1114-066

The legal notice in the Times Free Press stated the mandatory pre-bid date as November 19, 2014 at 1:00 p.m.

The date has been changed to November 14, 2014 at 1:00 p.m. at the construction site located at 7553 Igou Gap Road, Chattanooga, Tennessee, 37421.

We are sorry for any inconvenience this may have caused.

Regards,

A handwritten signature in cursive script that reads "Gail B. Roppo".

Gail B. Roppo
Director of Purchasing

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

1.0 General

Hamilton County Government is accepting bids for the installation, termination, testing, and certification of communications cabling including copper and fiber optic. All work must be performed in accordance with prevailing codes, ordinances and regulations and meet or exceed guidelines sponsored or endorsed by the National Electrical Code (NEC) and reflect standards presented in EIA/TIA 569A Commercial Building Telecommunications Cabling Standards. Contractor must be Leviton certified.

This project will provide a structured cabling system for voice, data, IP cameras and CATV in the new East Brainerd Elementary School, located in Hamilton County at 7553 Igou Gap Road.

1.1 Building Conditions

The new East Brainerd Elementary School is a two-story building currently under construction. The cable installation will be performed in phases to coincide with the overall construction schedule.

1.2 Scope of Work

This project includes the installation of **non-plenum rated cable** in the entire building. The horizontal cabling between telecommunications closets will consist of fiber and multi-pair copper cables. All cable will be terminated at the work area outlet and communications closet end and must be labeled accordingly. Approximately 1350 station cables, 6 multi-pair copper, 6 multi-mode fiber optic 6 single-mode fiber optic backbone cables and 10 hybrid fiber/power cables will be installed as a part of this project. Exact cable locations and sizes will be distributed at **the mandatory pre-bid conference on Friday, November 14, 2014** (see details in Item 1.3).

All work must be performed in compliance with EIA/TIA 569A standards and NEC building codes. Certification of cable installation must be provided upon completion of the project.

Hamilton County will provide all cable, jack modules, patch panels, faceplates, racks, cable raceway, etc to be used on this project. Contractor will be responsible for providing miscellaneous items such as J hooks, cable wraps, etc used during the installation of all types of cable.

Materials required for the project will be provided to the selected contractor by Hamilton County. Responsibility for ordering, warehousing, and providing the materials on a timely basis to the contractor will remain with Hamilton County. The contractor will be responsible for measuring lengths of backbone copper and fiber cables as soon as possible after award of bid, for scheduling and picking up materials from the designated Hamilton County warehouse, delivering them to the job site, and returning unused items to the warehouse.

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

1.3 Pre-Bid Conference and Site Visits

A mandatory pre-bid conference will be held at the job site at **1:00 pm. Eastern Time on Friday, November 14, 2014.** Attendance at the conference and/or site visit may be scheduled by contacting the County Telecommunications Office at 423-209-6223. Copies of floor plans, detailed information regarding cable locations/terminations and other pertinent information will be provided to contractors at the site visit. Each contractor may have no more than two people attend the site visit. Contractors are **not** allowed to visit the school without prior approval of the Hamilton County Telecommunications Department.

2.0 Instructions for Submitting Bids

2.1 Issuing Office

These bid documents are being issued by the Hamilton County Purchasing Department, 455 North Highland Park Avenue, Chattanooga, TN 37404. Inquiries regarding the project/specifications should be directed to Eric Porter, Hamilton County Telecommunications, by FAX 423-209-6224 or email ericp@hamiltontn.gov. Questions regarding bid submission should be directed to Linda Chumbler, Purchasing Department, by FAX 423-209-6351 or email lindac@hamiltontn.gov. Office hours are 8:00 a.m. to 4:00 p.m. EST, Monday through Friday. Inquiries should not be directed to the school.

2.2 Clarification and Interpretation of Bid Documents

In the event that any interested contractor finds any part of the listed specifications, terms or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Hamilton County, in writing, of such matters immediately upon receipt of this Invitation to Bid.

2.3 Discussions

Discussions may be conducted with the contractors who have submitted bids determined to be reasonably likely of being considered for selection, to assure a full understanding of, and responsiveness to, the bid requirements. Every effort will be afforded to assure fair and equal treatment with respect to the opportunity for discussion of their respective bids.

2.4 Price Guarantee

Contractors are asked to guarantee their prices for a period of 90 days from the date the bids are opened.

2.5 Response to Request for Bid

2.5.1 Related Costs

Hamilton County is not responsible for any costs incurred by any contractor pursuant to this Bid. The contractor shall be responsible for all costs incurred in connection with the preparation and submission of its bid.

2.5.2 Package

The bid package for this offering involves the use of a **single BID DETAIL envelope**. Instructions for properly compiling and submitting your bid package are provided in the remaining paragraphs of this and the following sections of this document.

Special attention is called to the T.C.A. Section 62-6-119 (b) requirement that certain information must be disclosed where requested on the BID DETAIL envelope for the prime contract and for any electrical, plumbing, heating, ventilation, and air conditioning subcontractors if the subcontractor's bid amount(s) is \$25,000 or more. The information reported on each BID DETAIL envelope should be limited to that which is specific to the bid materials contained in that specific envelope. In the event there is no sub-contractor participation for one or more of the trades noted in the sub-contractor section of a particular BID DETAIL envelope, the first blank space associated with the trade shall be marked "Not Applicable". The only allowable exception to these requirements shall apply to any BID DETAIL envelope that is marked "No Bid". It is ultimately the bidder's responsibility to be able to demonstrate compliance with these instructions, if requested. Failure to comply with these requirements will automatically disqualify the bid contained in the offending BID DETAIL envelope.

Each BID DETAIL envelope containing a bid must include original and one copy of the bid and must be sealed. The package should be clearly marked "Bid for East Brainerd Elementary Communications Cabling" and **returned by hand delivery or Common Carrier to the Hamilton County Purchasing Department, 455 North Highland Park Avenue, Chattanooga, TN 37404. (If mailing your bid by US Postal Service, use the 117 East 7th Street, Chattanooga, TN 37402 address). DO NOT DELIVER TO THE TELECOMMUNICATIONS OFFICE.**

2.5.3 Deadline

Sealed bids will be accepted **before 10:30 a.m. Eastern Time, on Monday, December 1, 2014.** Bids received at or after that time will be deemed invalid and will not be opened. Contractors mailing their bid packages must allow sufficient time to ensure receipt of their package by the time specified. **There will be no exceptions.**

2.6 Contents of Bid Detail Envelopes

2.6.1 Response

Bid must include a point-by-point response to the bid request. Contractors must state the section number of each point or question from the bid request,

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

followed by the response. If no specific information is required from the vendor, "Understand and comply" will be an acceptable response.

2.6.2 Proposed Prices

All unit pricing information and the total amount bid for the complete project must be included in the BID DETAIL envelope.

2.6.3 Authorized Signature

BID DETAIL envelope must include the legal name of the contractor and a statement as to whether the contractor is a sole proprietor, a partnership, a corporation, or any other legal entity. The bid must be signed by a person or persons legally authorized to bind the contractor to a contract.

2.6.4 Addenda

BID DETAIL envelope must include an acknowledgment of receipt of all addenda, if applicable.

2.6.5 Bid Bond

The normal bid bond, 10% of the amount of the proposed cost, will be waived on this project. However, a 100% Performance Bond will be required from the successful contractor at the time the contract is signed and submitted for County approval.

2.6.6 Bid Documents

In addition to the point-by-point response, each BID DETAIL envelope must include all forms included in this Invitation to Bid.

2.6.7 Condition of Response

All bid forms must be completed in a legible manner (ink or typewritten) so that all prices and descriptions are easily understood. Erasures or other changes in the bid should bear the signature or initials of the contractor.

2.7 Withdrawal or Modification of Bid

A withdrawn bid may be resubmitted up to the time designated for the opening of bids provided that it then fully conforms to the same general terms and requirements.

2.8 Evaluation and Award of Contract

2.8.1

Bids will be examined for compliance with all the requirements in Sections 1 and 2. Bids that do not comply will be disqualified without further evaluation.

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

2.8.2

In evaluating bids, Hamilton County will consider the qualifications of the contractors, including previous jobs completed and experience level of personnel. The County may conduct such investigations as deemed necessary to assist in the evaluation of any bid. If such an investigation fails to satisfy the County that such contractor is properly qualified to carry out the obligations of the contract, the bid will be rejected.

2.8.3

Qualifications of all sub-contractors will be considered in the evaluation of all bids.

2.9 Award of Contract

2.9.1

Hamilton County reserves the right to reject any and all bids, to waive any and all irregularities and to negotiate contract terms with the successful contractor, and the right to disregard all nonconforming, nonresponsive, or conditional bids.

2.9.2

Hamilton County reserves the right to award the contract to the bidder that best responds to the Invitation to Bid by submitting the “lowest and best” bid.

2.9.3

Hamilton County will give the successful contractor a Notice of Award within 3 days after final action of the Hamilton County Board of Commissioners and/or County Mayor.

2.10 Schedule of Events

- | | |
|------------------------|---------------------------------|
| 1. November 4, 2014 | - Legal Notice of Bid |
| 2. November 14, 2014 | - Pre-Bid Conference/Site Visit |
| 3. December 1, 2014 | - Deadline to Submit Bids |
| 4. December 17, 2014 | - Award of Bid |
| 5. January 2015 | - Contractor Begins on Site |
| 6. Second Quarter 2015 | - Installation Completed |

3.0 Terms and Conditions

3.1 Information, Discussion and Disclosures

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

Contractors must not make available nor discuss any cost information contained with any employee of Hamilton County from the date of issuance of this Invitation to Bid until the contract award has been announced, unless allowed by the Hamilton County Telecommunications Office for the purpose of clarification or evaluation.

Information relating to the award of this contract shall be open to the public only after evaluation of bid has been completed.

3.2 Addenda

In the event that Hamilton County finds it necessary to supplement, modify, or interpret any portion of the Invitation to Bid prior to the bid due date, a written addendum will be mailed, faxed, or delivered to all known prospective contractors.

All addenda will become a part of the bid documents and must be acknowledged in writing in the submitted bid package.

3.3 Performance Bonds

The successful contractor must furnish a performance bond in an amount equal to one hundred percent (100%) of the total contract price. This bond will serve as guaranty of faithful performance and for the payment of all persons performing labor and or furnishing material in connection therewith. This bond shall remain in effect for one year after the date of final payment.

The performance bond must be delivered to Hamilton County at the same time the signed contract is delivered to Hamilton County. Contract must be submitted within ten (10) days of the award of the contract.

3.4 Insurance

Contractors shall maintain limits no less than the amounts specified in the following sections.

3.4.1

Commercial General Liability Insurance - \$1,000,000 limit per occurrence for general liability and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims made or preferably on an occurrence basis. The insurance shall include coverage for the following:

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

- a. Premise/Operations
- b. Explosion, Collapse and Underground Property Damage hazard (only when applicable to the project)
- c. Products/Completed Operations
- d. Contractual
- e. Independent Contractors
- f. Broad Form Property Damage
- g. Personal Injury

3.4.2

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

- a. Owned/Leased Autos
- b. Non-owned Autos
- c. Hired Autos

3.4.3

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

3.4.4

Builders Risk Insurance – This covers building structures and personal property, malicious mischief and all risks associated with the construction project. Consult Hamilton County's Risk Manager at 423-209-6375 with any questions or concerns.

3.4.5

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

3.5 Security

The successful contractor shall be responsible for providing security for materials on the construction site during all phases of installation. Prior arrangements for storage of materials on the job site must be coordinated with the Hamilton County Telecommunications Office and the General Contractor.

3.6 Payment Schedule

Payment will be made to contractor at the completion of each phase of the cabling project. The project will be considered as complete after all cable has been installed, terminated, labeled, tested and certified. Written certification of cable

tests, marked drawings, and cable records must be presented to the County Telecommunications Office. A final inspection will be conducted by the County Telecommunications Office, the job will be accepted, and payment will be made to the contractor.

3.7 Liabilities

3.7.1

The contractor will indemnify Hamilton County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the contractor or its subcontractors.

3.7.2

Hamilton County has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this bid document.

3.8 Completion, Liquidated Damages and Termination

3.8.1 Completion

This project is being scheduled to allow the contractor adequate time to complete the project during normal business hours. Installation will be closely coordinated between the County Telecommunications Office and the Contractor. All work must be completed in each area of the building as construction progresses. Completion is tentatively scheduled in the second quarter of 2015, unless the County Telecommunications Office advises of alternate schedule in writing.

3.8.2 Scheduling

An initial planning meeting will be held with the successful contractor to clarify all requirements and finalize the schedule of events that will transpire during the implementation of the contract. For purposes of submitting a bid on this project, contractors must prepare a schedule using the beginning and ending dates as stated in these bid documents.

3.8.3 Liquidated Damages

Should the successful contractor fail to complete the work under these contract documents within the time specified, the contractor shall pay to the County, as liquidated damages and not as a penalty, the amount of \$100 per calendar day of default unless a written extension of time granted by the County specifically provides for the waiving of liquidated damages.

3.8.4 Termination

In the event of any breach of contract by the successful contractor, Hamilton County may serve written notice to the contractor of its intention to terminate the contract and, unless within ten (10) days after serving such notice such violation shall cease, the contract will be terminated without any liability or cancellation

charges to Hamilton County.

3.9 Assignment

Neither the contractor nor Hamilton County may assign this agreement without the prior written consent of the other party.

3.10 Subcontracting

The contractor may subcontract portions of the work to be performed but shall retain full responsibility for all work. A list of all subcontractors, as defined in this Section, must be included in the bid package. Written pre-approval of subcontractors must be obtained from Hamilton County Telecommunications Department **prior** to them being on-site.

3.10.1

The contractor must submit a list of all subcontractors proposed for portions of the work. The exact portion of the work that the subcontractor will perform must be clearly identified.

3.10.2

Hamilton County will consider the qualifications of all subcontractors in the evaluation of any bid. Failure to submit proper documentation of subcontractor's ability to meet the stated requirements may be reason to reject contractor's bid.

3.10.3

Hamilton County reserves the right to reject any subcontractor proposed for work on this project. The contractor must agree to replace a subcontractor at the sole discretion of Hamilton County.

4.0 Contractor Qualifications

4.1 All bidders must be licensed contractors with the State of Tennessee and must provide evidence of license in an appropriate classification before such bid will be considered.

4.2 The contractor must be an experienced, reputable Leviton certified communications cable contractor. If the selected contractor does not already have a Hamilton County business license, they must secure one when the contract is awarded and must submit the business license number with the signed contract.

4.2.1 Does contractor have a Registered Cable Distribution Designer employed as a full-time employee? If yes, give name and copy of RCDD certification.

4.2.2 Does contractor have a Registered Cable Distribution Designer outside the company to assist with this project? If yes, give name and copy of RCDD certification.

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

- 4.2.3 Does contractor have a full time employee with qualifications equivalent to RCDD certification? If yes, give name and copy of proper documentation.
- 4.3 The contractor must submit a list of at least three similar projects (minimum of 1400 stations) that they have completed within the last two years. The required information for each project must contain:
- a. Location of the job, contact person's name, telephone number and address
 - b. Approximate number of station cables installed
 - c. Was fiber a part of the project?
 - d. Was surface mounted raceway a part of the project?
 - e. Approximate date project was completed
- 4.4 Hamilton County has selected Belden cable and Leviton termination hardware to be used on this project. In order to qualify for the manufacturer's warranty on the complete installation project, the contractor and all technicians performing the installation must be trained and certified, or scheduled to be trained and certified, by the manufacturer prior to award of contract. Contractor must include in the submitted bid documentation proof of current certification from Leviton for the selected job supervisor and all technicians that will work on this project. All technicians assigned to work on this project must be full-time employees of the selected contractor.
- 4.5 The successful contractor will be required to submit a performance bond in the amount of one hundred percent (100%) of the total bid at the time the contract is accepted.
- 4.6 Contractor must submit the name and qualifications of the person that will manage and oversee this project. This person will be expected to be on-site on a regular basis, in attendance at all job-site meetings and available to respond to technical questions, scheduling changes or conflicts, or requests for information from the Hamilton County Telecommunications Manager in a professional, expedient manner. The project manager will be responsible for submitting verbal and/or written requests for information or changes, coordination of work schedules and provisioning of adequate resources to successfully complete the project, and coordinating installation issues with County Telecommunications.
- 4.7 Contractor must submit the name and qualifications of the person that will supervise the daily performance of all work covered under this communications cabling project. The supervisor will be in attendance at the project site each day that work is in progress under the terms of this contract and will be responsible for ensuring that all work is performed in compliance with the specifications and drawings. The supervisor should have enough manpower working each day so that they can supervise all aspects of the installation.

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

- 4.8 Contractor must use only skilled, experienced and reliable installers/technicians in the implementation of the structured cabling system and shall discontinue the services of anyone employed on this project upon written request of the Hamilton County Telecommunications Office.
- 4.9 Contractor must provide names and phone numbers, including cell phone numbers, for the appropriate personnel to contact for problem resolution. If necessary, after hours contact should be available.
- 4.10 Contractor must agree to weekly progress meetings with Hamilton County Telecommunications, as necessary, to review the progress of the job. Failure to maintain the agreed upon schedule may be reason to terminate the contract.
- 5.0 Cabling Specifications
Unless stated otherwise, this entire project will adopt the EIA/TIA 569A Commercial Building Telecommunications Cabling Standards as the minimum specifications for the installation of this Structured Cabling System. Contractors responding to this Invitation to Bid will be expected to be familiar with these Standards and to guarantee the implementation of these Standards in every area of this project.

Exposed cables or splices in cables are strictly prohibited in this project.

5.1 Cable Routing and Support

5.1.1

An overhead cable tray has been provided by the electrical sub-contractor to be used for routing and support of all communications cables in corridors between telecommunications closets and work area outlets. Cable trays are designed to support cables only; cables must be pulled outside the tray and then placed in the tray for support.

5.1.2

Conduit sleeves or EZ-Paths are provided for access in and out of classrooms, telecommunications closets or any other locations where fire rated walls need to be penetrated.

5.1.3

All overhead cable must be supported in accordance with EIA/TIA 569A standards between WAO locations and conduit or cable tray and/or telecommunications closets. Contractor should provide acceptable support devices.

5.1.4

A minimum spacing of 6" must be maintained between cables and sources of EMI such as fluorescent lights.

5.1.5

Extra attention should be paid to maintain EIA/TIA acceptable pulling tension and bend radius on all cables. Failure to comply with this standard may require cables to be replaced.

5.1.6

Intercom speaker and callback cabling will be installed according to Hamilton County standards. Specific instructions will be issued at the mandatory pre-bid conference (see details in Item 1.3).

5.2 Telecommunications Closets/Cabinets

5.2.1

Telecommunication closets have conduit sleeves or cable tray penetrating walls for access into closets. Cable tray will be provided for installation by the selected contractor, inside each telecommunications closet at a height slightly lower than access to sleeves/trays to allow for proper distribution of cables to the appropriate backboards or racks.

5.2.2

Horizontal and vertical cable management (provided by the County) must be installed to hold cable in place to termination point.

5.2.3

Exact layout of all telecommunications closets/cabinets/racks will be discussed and agreed upon between the contractor and the County Telecommunications Office. Electrical outlets will be provided as needed to provide the necessary power for all equipment.

5.2.4

Category 6 voice cables will terminate on patch panels using modular jacks in the appropriate telecommunications closet. The pin/pair assignments will be EIA/TIA 568B designation.

5.2.5

Contractor must have approval of the County Telecommunications Office prior to installation of racks in telecommunications closets. All racks must be permanently installed and fastened securely to the telecom closet floor or wall and be properly grounded.

5.2.6

Patch panels will be located in floor or wall mounted racks, depending upon size of closet and number of work area outlets being served.

5.2.7

Fiber optic distribution pairs will be terminated in rack mounted fiber patch panels or wall mounted fiber cabinets, depending upon size of closet and number of pairs terminating in said closet. Fiber patch panels should be placed at the top of each rack.

5.2.8

Contractor will be responsible for proper installation of County provided power strips and/or UPS on each rack.

5.2.9

Exact placement of all patch panels and wire management will be coordinated between the contractor and the County Telecommunications Office to allow for adequate space required for switches, etc.

5.3 Grounding and Bonding System

5.3.1

Contractor shall install a proper grounding and bonding system which shall be integrated with, and in addition to, the existing electrical grounding system within the building.

5.3.2

The telecommunications grounding system shall be in accordance with EIA/TIA-607 "Commercial Building Grounding and Bonding Requirements for Telecommunications".

5.3.2.1 As a minimum, a main grounding bus bar shall be located in the closet indicated as the Main Distribution Frame (MDF). A grounding bus bar will be required in each Telecom Closet indicated as Intermediate Distribution Frames (IDF).

5.3.2.2 Each rack, tray, etc in each Telecom Closet must be properly grounded, as required, to the grounding bus bar.

5.3.2.3 Contractor will be responsible for coordinating with Hamilton County all work necessary to insure all grounding and bonding requirements have been met in regard to the telecommunications cabling infrastructure.

5.4 Distribution Cable

5.4.1

Intercom backbone cable, installed between telecommunications closets, will be 24 AWG multi-pair UTP and will be terminated on both ends on 66M1-50 connecting blocks.

5.4.2

Data backbone cable, installed between telecommunications closets, will be six or twelve pairs of multi-mode and/or single-mode fiber optic cable. All pairs are contained in a common sheath. Multi-mode fiber will be terminated using 3M LC connectors. Single-mode fiber will be fusion spliced; pigtails will be provided. Contractor will be responsible for providing fusion splicer.

5.4.3

As required, indoor/outdoor rated cable will be installed between the telecommunications closets. Contractor will be responsible for insuring that the proper cable is installed and correctly terminated with appropriate protection devices as provided by Hamilton County.

5.5 Fire Stopping

5.5.1

Contractor will be responsible for sealing all penetrations through fire rated walls and floors created by or made on the behalf of the contractor in order to route intercom and speaker cabling. Coordination with cabling contractor will be required.

5.5.2

The fire rating of the penetration seal shall be at least that of the floor or wall into which it is installed as required by the National Electric Code.

5.5.3

Hamilton County will provide the sealant as a part of owner provided materials.

5.5.4

Removable fire-stopping pillows will be used in large openings, such as cable trays that may penetrate a wall. Contractor will be responsible for following proper installation procedures per manufacturer's specifications.

5.6 Work Area Outlets

5.6.1

Single gang boxes with 1 1/4" conduit stubbed up wall to above ceiling height are provided for flush wall outlets.

5.6.2

All work area outlets will have a four (4) port faceplate or yoke unless specifically noted otherwise.

5.6.3

Work Area Outlets will consist of from one to six 23 AWG, four-pair Category 6

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

UTP copper cable, as specified on the communications drawings and/or cable matrix.

5.6.4

All Work Area Outlet pin/pair assignments, as well as all patch panel terminations, shall conform to the EIA/TIA 568B designation.

5.7 Labeling

5.7.1

All labeling must conform to EIA/TIA 606 standards. At a minimum, all cable runs must be labeled at both ends. An end is any point where the wiring is terminated on a cross-connect field, a patch panel or with a jack connection. Specific labeling methods must be approved by Hamilton County prior to use on this project. Labels must be typed or computer generated. Handwritten labels will not be acceptable.

5.7.2

At a minimum, WAO must identify the IC/TC room serving the WAO and a three-digit unique identifier. Example: 2-001 would indicate that the cable was served by IDF 2, terminated on the first port of the first patch panel.

5.7.3

Fiber optic cable shall be labeled on each cable jacket in each Telecom Closet.

5.7.4

All speaker and callback cables will be labeled by the intercom contractor.

5.7.5

In all cases, cables shall be labeled with the same cable designation at both ends.

5.7.6

All station cables must be terminated in the correct numerical sequence on the patch panels in the telecom closet.

5.7.7

All multi-pair copper cables must be properly terminated and labeled on the 66M blocks in the telecom closet.

5.8 Cable Documentation

Contractor must provide a detailed as-built drawing and cable plant schematic depicted on floor plans provided by the County.

5.9 Testing

5.9.1

Functional testing of all UTP cable pairs will include testing for opens, shorts, and polarity reversals. Category 6 cables must be tested for conformance to the performance specifications of EIA/TIA Category 6 standards. Tests must include attenuation and near-end crosstalk. Tests must be conducted with a Level III rated test unit with the latest software.

5.9.2

Functional testing of distribution cable shall include all distribution cable pairs being tested, as a minimum, for opens, shorts, polarity reversals and to performance specifications of EIA/TIA categories.

5.9.3

All LAN fiber optic cables shall be tested using EIA/TIA fiber cable test performance specifications at 1000 mbps. An appropriate testing device for fiber optic links must be used.

5.9.4

The contractor shall be responsible for repairing or replacing and retesting any cables that are found to be deficient.

5.9.5

Test results must be submitted to Hamilton County on electronic media. A letter on company stationery, signed and dated by the technician actually performing the tests, must be included with the CD.

5.10 Facility Restoration

Every precaution should be taken for protection of walls, carpets, etc when pulling cable. Any penetration of wallboard will require patchwork that complies with fire protection, security, and/or separation requirements. Damage to exposed areas that require the County to repair will be charged back to the cable contractor.

5.11 Warranty

5.11.1

Contractor must provide a one-year warranty on the installed cabling system from the date of system acceptance. The coverage must cover complete installation of all materials installed by the contractor and actual installation methods and workmanship. Damage to any equipment resulting from the fault or negligence of the contractor shall be repaired or replaced by the contractor at no cost to the County.

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

5.11.2

Contractors, as certified installers for Leviton, will be understood to be the first line of contact for the extended warranty period offered by the cable or hardware manufacturer.

5.11.3

Manufacturer's representatives will be required to do an on-site review of all installation performed by the cable contractor. Any discrepancies between the representative and the certified installer will be resolved in the presence of the Hamilton County Telecommunications Manager so as to protect the extended warranty of the Structured Cabling System.

5.11.4

Contractor must provide all necessary documentation required to meet requirements for Leviton's extended warranty.

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

6.0 Bid Documents

Original documents from attorneys, banks, insurance companies, etc., may be substituted for the forms provided. All other requested bid documents are required as a part of the bid package.

6.1 Bid Agreement

6.2 Bid Form

6.3 Unit Prices

INCLUDED AS ATTACHMENTS

Contract Work on School Grounds Affidavit

Drug-Free Workplace Affidavit

State Contractors License Information

Disadvantaged Business Enterprise Affidavits

Authorization to Bind

Terms and General Bid Conditions

6.1 Bid Agreement

Project: Communications Cabling - Red Bank Middle School

This Bid is submitted by hand delivery or Common Carrier to:

Hamilton County Government
Purchasing Department
455 North Highland Park Avenue
Chattanooga, TN 37404

This Bid is submitted by US Postal Service:

Hamilton County Government
Purchasing Department
117 East 7th Street
Chattanooga, TN 37402

1. Contractor has carefully examined the construction site, the technical specifications, Instructions for Submitting Bid, the form of bonds, and all other contract documents, and thoroughly understands their stipulations, requirements, and provisions.
2. Contractor has made such independent investigations as contractor deems necessary to become thoroughly familiar with the conditions under which the work will be performed.
3. Prices on the bid form shall include all labor, materials, safety measures, overhead, profit, insurance, etc. to cover the finished work.
4. Contractor agrees that, if awarded the contract, all work there under shall be such a manner and with sufficient materials, labor, tools, equipment, apparatus, and incidentals as is necessary to insure satisfactory completion of the project within the time stipulated in the Notice to Proceed. All work will be scheduled with the Hamilton County Telecommunications Office.
5. Contractor accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
6. Contractor represents that his bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporations.
7. Contractor understands that the County reserves the right to reject any or all bids and to waive any informality in the bid process.

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

8. Contractor will complete the work as described in the specification for the price(s) as shown on the following bid form.

Respectfully Submitted:

Date _____

Signature

Company Name

6.2 Bid Form

Bid of _____ (hereinafter) called
“CONTRACTOR”, organized and existing under the laws of the State of
Tennessee doing business as _____*.

To Hamilton County Government (hereinafter called “Owner”).

In compliance with your Advertisement for Bids, CONTRACTOR hereby
proposes to perform all work for the Hamilton County Telecommunications
Cabling Project, dated May 23, 2012 in strict accordance with the CONTRACT
DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of the BID, each CONTRACTOR certifies that this BID has been
arrived at independently, without consultation, communication, or agreement as to
any matter relating to the BID with any other CONTRACTOR or with any
competitor.

CONTRACTOR hereby agrees to commence WORK under this contract on or
before a date to be specified in the NOTICE TO PROCEED and to fully complete
the PROJECT within the time specified therein. CONTRACTOR further agrees
to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar
day thereafter as provided in Section 3.8.3 of this Request for Bid.

CONTRACTOR ACKNOWLEDGES RECEIPT OF THE FOLLOWING
ADDENDUM (IF APPLICABLE):

- Addendum #1
- Addendum #2
- Addendum #3

*Insert “a corporation”, “a partnership”, or “an individual” as applicable.

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

CONTRACTOR agrees to perform all work described in the CONTRACT DOCUMENTS for the following base bid.

BASE BID _____ DOLLARS
\$ _____

CONTRACTOR agrees that in the event the number of Category 6 station cables are increased or decreased by more or less than 5% during the term of the contract the following unit prices will apply. The unit price should be the total labor price to install, terminate, test and certify individual cable runs (where applicable). (Please note any such adjustment will only apply to unit counts that fall outside the +/- 5% range cited above.)

ITEM – LABOR ONLY	UNIT PRICE PER DROP
Voice/Data Category 6, 4 pair, 23 AWG	_____

Respectfully Submitted:

Signature

Company Name

Title

Address

Business License Number

Date

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

**ADDITIONAL EXHIBITS WILL BE PROVIDED AT THE
SITE VISIT.**

EXHIBITS INCLUDE:

- 1. Communications drawings**
- 2. Matrix of cable runs and termination points**

CONTRACTOR'S IDENTIFICATION FORM

This form must be attached to the sealed envelope containing the Bid. Failure to provide the following information on the sealed envelope will be considered a non-responsive Bid.

BIDDER:

Complete the following for **all** Subcontractors:

<u>Name</u>	<u>Subcontractor (Plumbing)</u>
<u>Address</u>	<u>Address</u>
<u>Tennessee License No.</u>	<u>Tennessee License No.</u>
<u>Expiration Date</u>	<u>Expiration Date</u>
<u>Monetary Limit \$</u>	<u>Monetary Limit \$</u>
<u>Classification</u>	<u>Classification</u>

Subcontractor (Electrical)
Address

Tennessee License No.
Expiration Date
Monetary Limit \$
Classification

Subcontractor (HVAC)
Address

Tennessee License No.
Expiration Date
Monetary Limit \$
Classification

SEALED BID/PROPOSAL FOR:

Hamilton County Government
Telecommunications Project Identified As:

BID/PROPOSAL OPENING DATE:
BID/PROPOSAL OPENING TIME:

DELIVER BID/PROPOSAL PACKAGE TO:
Hamilton County Purchasing Department
455 North Highland Park Avenue
Chattanooga, TN 37404

SECTION 00417
CONTRACT WORK ON SCHOOL GROUNDS AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Hamilton County to provide construction services on the grounds of a school when children are present, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. § 49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
3. The Company is in compliance with T.C.A. § 49-5-413.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2014.

Notary Public

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

4. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
5. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
6. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____
COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2014.

Notary Public

Bid#1114-066 East Brainerd Elementary School Cabling
Hamilton County, TN

My commission expires: _____

STATE CONTRACTORS LICENSE REQUIREMENT

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be in compliance with the T.C.A. 62-6-102 through 62-6-119. Bidders must have a State Contractors License at the time of the bid opening and produce a copy of same. Bids shall be submitted in a sealed envelope clearly marked as follows:

Project Title:

Bidder's name and Address:

Bidder's Tennessee Contractor's License Number:

Bidder's License Expiration Date:

Bidder's License Category of Classification:

All envelopes containing bids that are not marked as described above will be declared non-responsive and will not be opened. The Contractor's Identification Form included in these Attachments must be used for this purpose and affixed to the outside of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified on the Bid form.

NON-DISCRIMINATION MINORITY HIRING

In determining the suitability and acceptability of proposed bidders, the County reserves the right to consider each bidder's commitment to hire minorities and/or subcontract with minority contractors, relative to certain phases of the contracted services.

Except to the extent permitted by Federal Laws and Regulations for a bona fide occupational qualification, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, disability, national origin, sex, or age. The contractor will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, creed, color, handicap, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or any other forms of compensation and selection for training.

The bidder/contractor agrees to comply with Title VI, as prescribed in the Civil Rights Act of 1964 (42 U.S.C. 2000(D) and 28 CFR 42 et seq., which provides that "no person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal Financial Assistance."

The Contractor will, in all solicitations for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, disability, national origin, sex, or age. The words "equal opportunity employer" in all advertisements shall constitute compliance with this section.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order for goods or services that are subject matter of this Agreement. The Owner shall have the right, at his option, to cancel the Agreement in whole or in part.

The Contractor will contact the Chattanooga Urban League for assistance in providing minority job applicants. The Chattanooga Urban League shall be allowed to visit the jobsite to observe the minorities and to contact the contractor if necessary to discuss the number of minorities employed.

The Contractor will have an affirmative action plan.

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GUIDELINES

Hamilton County has adopted certain Disadvantaged Business Enterprise Utilization Guidelines (Resolution No. 701-40, dated July 18, 2001) hereinafter referred to as DBE Guidelines, that are designed to encourage the participation of certain businesses in construction contracts and/or subcontracts, and the providing of goods and services financed with federal, state and/or County funds. In its consideration of the bidder to be awarded this contract, the County will not only consider the lowest and best bid submitted by prospective bidders, but will also evaluate each bidder's demonstrated and documented efforts to utilize certified disadvantaged business enterprises by establishing joint ventures and partnerships, and/or the awarding of subcontracts for this project. Hamilton County's annual goal is to award DBE's at least 10% of funds expended on contracted construction projects and on goods and services.

Particular questions regarding the definition of a "Disadvantaged Business Enterprise", compliance with the Guidelines, or questions on how to receive a copy of the Guidelines may be addressed by contacting Hamilton County Attorney Rheubin M. Taylor, at Room 204 Hamilton County Courthouse, Chattanooga, Tennessee 37402, or telephoning 423-209-6150.

The DBE Good Faith Effort Affidavit must be signed by the Contractor submitting the bid and included in the bid package. The DBE Solicitation Verification and Sub-Contract Services Verification Forms will be completed only by the successful bidder and filed with the County after the Award of the Contract.

SUBCONTRACTOR PERIODIC PAYMENTS

As stipulated in these Contract Documents, the contractor will be required to pay all subcontractors periodic payments for the successful work done on the project within fifteen (15) days of the contractor receiving a payment from the Owner. Thereafter, upon the completion of the project and acceptance by the Owner, the contractor shall receive any and all retainage previously withheld by the Owner, and shall pay to all subcontractors any retainage due said subcontractor(s) within fifteen (15) days following the contractor's receipt of said payment.

Upon the Owner's receipt of written notice of the Contractor's failure to promptly pay all subcontractors according to this Contract for work satisfactorily performed at the appropriate stage of completion of the work, the Owner shall initiate an investigation into said allegations. Should said investigation substantiate the allegations charged against the Contractor, the Contractor shall be afforded five (5) working days in which to correct the matter. Failure of the Contractor to correct the matter within said five (5) day period shall result in a financial penalty of Two Hundred Dollars (\$200.00) per day being assessed against the contractor, retroactive to the date of the first occurrence of the Contractor's failure. Additionally, the amount of the Contractor's cooperation on any contract with Hamilton County will be considered in the awarding of any bids on future contracts.

In the event "good cause" for any delay or postponement by the Contractor in payment of any funds due to a subcontractor shall be established, no penalties will be assessed against the Contractor. Good cause shall be determined by a committee established by the Owner to monitor the contractor's adherence to Hamilton County's DBE Guidelines.

In the event there arises any dispute(s) relative to the Contractor's performance of duties relating to payment of subcontractors for services performed by them in the overall project, Contractor hereby agrees that said dispute(s) shall be settled by binding arbitration as governed by the laws of the State of Tennessee. Contractor further agrees to cooperate in the selection of an arbitrator to hear the matter, and will not unreasonably delay in the selection of said arbitrator. Contractor further acknowledges that an appeal of any such arbitration decision shall be filed with a court within Hamilton County having appropriate jurisdiction pursuant to Tennessee Uniform Arbitration Act (T.C.A. 29-5-301).

DBE GOOD FAITH EFFORT AFFIDAVIT

The undersigned Contractor, having bid on the telecommunications project commonly known as _____, as solicited by Hamilton County, Tennessee (a political subdivision of the State of Tennessee), on _____, 2014, does hereby attest that it has made a good faith effort to enter into a contractual agreement with the herein-below named Disadvantaged Business Enterprise(s) (DBE) for the providing of certain sub-contractual jobs and workings on this project.

Further, said Contractor does hereby commit to Hamilton County that it will include, to the maximum extent possible, DBE's in the performance of the services herein contracted.

<u>Name of DBE</u>	<u>Address</u>	<u>Phone</u>	<u>% of Project</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Dated this ____ day of _____, 2014. _____
Name of Contractor

By: _____

Title: _____

AUTHORIZATION TO BIND

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

Authorized Signature

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date



HAMILTON COUNTY, TENNESSEE

GENERAL TERMS AND CONDITIONS FOR PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

November 21, 2014

Addendum 2

Title: Communications Cabling for East Brainerd Elementary School

Bid/RFP#: 1114-066

Section 4.0 Contractor Qualifications

Add

4.1.1 Awarded Contractor will be required to obtain a City of Chattanooga Low-Voltage Certification which can be obtained through the City of Chattanooga Board of Electrical Examiners located at 1250 Market Street, Chattanooga, TN 37402, (423) 643-5800 before work begins on the job.

We are sorry for any inconvenience this may have caused.

Regards,

A handwritten signature in cursive script that reads "Gail B. Roppo".

Gail B. Roppo
Director of Purchasing



Hamilton County, Tennessee On-Line Bid Administration System

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[Log](#)

**Solicitation 1114-066 - Log
Communications Cabling for East Brainerd Elementary School**

11/04/2014 8:57 AM Eastern

Bids Due Date/Time: 12/01/2014 10:30:00 AM Eastern

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

Bids Due: 12/01/2014 10:30:00 AM Eastern

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>
11/04/2014 8:57:09AM	Eastern	Linda Chumbler	1114-066 - Communications Cabling for East Brainerd Elementary School	Invitation	Please click on the above solicitation number to access bid documents.	707	0

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

Please run the attached ad on November 4, 2014, in the legal notices.

LEGAL NOTICE

Bids for communications cabling for the new East Brainerd Elementary School will be opened at 10:30 AM (ET) on December 1, 2014, in the offices of the Hamilton County Purchasing Department, located at 455 North Highland Park Avenue, in Chattanooga, TN. Contact the Telecommunications Department to register for the mandatory pre-bid meeting and for specifications. Specifications may also be obtained at www.hamiltontn.gov/purchasing.

A mandatory pre-bid will be held at construction site, 7553 Igou Gap Road, Chattanooga, TN 37421 on November 19, 2014 at 1:00 PM (ET).

Gail B. Roppo
Director of Purchasing



CONTRACTOR	BASE BID	PER DROP PRICE	
Goss Electric dba Goss Voice and Data	\$124,543.00	\$70.00	
M3 Technology Group, dba Multi-Media Masters, Inc.	\$79,164.74	\$50.00	
ADA Station Communications	\$91,511.00	\$169.46	
ProLink Communications	\$144,979.00	\$45.13	
ClearLine Networks, LLC	\$79,000.00	\$90.00	Per Addition
		\$50.00	Per Deduction
Beacon Technologies	\$155,920.00	No Response	

* Institutional Network Communicatiions, LLC is unable to provide Leviton Certification as required in Bid Specs.

Request for Bids:	
Newspaper Ad:	11-4-2014
Vendor Notification:	707
Vendor Response:	7
Budgeted:	Bond Fund



Hamilton County Board of Commissioners RESOLUTION

No. 115-12

A RESOLUTION TO AMEND THE “MASTER LIST OF ROADS AND SPEED LIMITS” SO AS TO ACCEPT THE FOLLOWING DISTRICT ROADS AND TO ESTABLISH SPEED LIMITS THEREFORE: Owens Gate Pass and Scarlet Ridge.

WHEREAS, The above listed roads are new subdivision roads in Scarlet Ridge 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

January 7, 2015

Date

ROAD NAME

DESCRIPTION

Owens Gate Pass

Owens Gate Pass is in the 2nd Civil District, the 7th County Commission District, in the Scarlet Ridge Subdivision on State Tax Map Number 150, leading from Bill Reed Road east 0.05 miles to Scarlet Ridge, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Global Infrastructure and Lofty Grading & Paving Inc. for the developer Jetz Development.

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.

Scarlet Ridge

Scarlet Ridge is in the 2nd Civil District, the 7th County Commission District, in the Scarlet Ridge Subdivision on State Tax Map Number 150, leading from Owens Gate Pass north and south 0.11 miles to two turnarounds, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs, and was built by Global Infrastructure and Lofty Grading & Paving Inc. for the developer Jetz Development.

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. 115-13

A RESOLUTION TO AMEND THE "MASTER LIST OF ROADS AND SPEED LIMITS" SO AS TO ACCEPT THE FOLLOWING DISTRICT ROAD AND TO ESTABLISH A SPEED LIMIT THEREFORE: Sedgefield Drive as extended.

WHEREAS, Resolution No. 908-35, dated September 17, 2008, shows the mileage of Sedgefield Drive as being 0.28 miles being described as leading from Cobblecreek Way south Cobblecreek Way; and,

WHEREAS, the new extension of Sedgefield Drive was constructed, leading from the existing Sedgefield Drive north 0.11 miles to a Temporary turnaround, being in the 2nd Civil District, the 7th County Commission District in the Stonebrook Condominiums PUD, on State Tax Map Number 172, has a 50' right-of-way, a 8" stone base, a 2" plant mix pavement with concrete curbs and was built by Barry Higgins Construction and Card Paving Co. for the Developer, Pratt and Associates LLC; and,

WHEREAS, Sedgefield Drive leads from Cobblecreek Way 0.39 miles south to Cobblecreek Way and north to a turnaround; and,

WHEREAS, the above named road has been inspected by the Hamilton County Division of Public Works and meets current County Subdivision Regulations.

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

1. That the above named road be declared a district road, 2nd class.
2. That 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 this 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

January 7, 2015

Date



Hamilton County Board of Commissioners RESOLUTION

No. 115-14

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 THEREFORE: Tuckahoe Pass and Chimney Rock Trail.

WHEREAS, The above listed roads are new subdivision roads in the Grey Hawk Trails 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

January 7, 2015

Date

ROAD NAME

DESCRIPTION

Tuckahoe Pass

Tuckahoe Pass is in the 3rd Civil District, the 2nd County Commission District, in the Grey Hawk Trails Subdivision on State Tax Map Number 72, leading from Sawyer Pike south 0.39 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 Lofty Grading & Paving for the developer Eagles Crest LLC.

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.

Chimney Rock Trail

Chimney Rock Trail is in the 3rd Civil District, the 2nd County Commission District, in the Grey Hawk Trails Subdivision on State Tax Map Number 72, leading from Tuckahoe Pass west 0.30 miles a 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 Lofty Grading & Paving for the developer Eagles Crest LLC.

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. 115-15

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR ENGINEERING DESIGN SERVICES FOR DEMOLITION AND SITE CLEARING ON A PORTION OF THE ENTERPRISE SOUTH INDUSTRIAL PARK SUPPLIER PARK FOR AN AMOUNT NOT TO EXCEED \$58,600.00.

WHEREAS, 300 Acres at the Enterprise South Industrial Park were released from Volkswagen’s option and is available for economic development, and

WHEREAS, the City of Chattanooga and Hamilton County desire to ready a portion of the park, and demolition and site clearing on approximately 70 acres is required, and

WHEREAS, the total amount of the engineering design services to prepare and administer a demolition and site clearing construction contract shall not exceed \$58,600.00, and

WHEREAS all costs will be shared equally with the City of Chattanooga, and

WHEREAS, the County’s share of the amount is available in the Industrial Development Fund.

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

That the County Mayor is authorized to enter into and execute an agreement with Barge, Waggoner, Sumner & Cannon Inc. to provide engineering design services for demolition and site clearing on a portion of the Enterprise South Industrial Park Supplier Park.

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

January 7, 2015

Date

ATTACHMENT "A"

**ESIP Supplier Park Demolition and Site Clearing Package Preparation
Scope of Services**

November 4, 2014

The BWSC scope of services is presented in the following elements:

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

I. PROJECT DESCRIPTION

The intent of this scope of services is to provide design and consulting services in support of:

- Data compilation and review.
- Demolition design for remaining buildings and equipment (above existing foundations) in the former acid plant vicinity of the Volunteer Army Ammunition Plant (VAAP) west (manufacturing) basin.
- Design of land clearing of the former acid plant area by non-land disturbing techniques.
- Bidding assistance and construction administration services in support of the proposed design.

In summary, the plans and specifications will provide for:

- Establishment of a secure work site;
- Installation of sediment and erosion control and stormwater management structures, as required;
- Abatement/removal of specified hazardous materials prior to demolition as required;
- Demolition of the building and associated structures;
- Proper disposal of environmental materials and demolition debris;
- Clearing via non-land disturbing techniques of approximately 70 acres inclusive of the former acid plant vicinity.

II. SCOPE OF SERVICES

A. Data Compilation and Review

1. Environmental Data: BWSC will review all environmental data and reports provided by Hamilton County that addresses hazardous materials (asbestos, lead-based paints, PCB, etc.) issues associated with demolition. If insufficient data is available, BWSC will propose to conduct such environmental surveys as required for preparation of the demolition plans. These surveys will be provided by select sub-consulting firms and provided as a reimbursable expense.

2. Physical Structure Data: BWSC will also obtain and review data regarding utilities, easements, etc. BWSC will obtain and review available information regarding the design and construction of the existing buildings and structures. This review will provide the basis for the demolition design.
3. At and Below Grade Physical Structure Data: After the site is cleared, BWSC will further review available information related to design and construction of the existing buildings and structures with special emphasis on at and below grade paving and foundation structures. BWSC will dispatch an engineer and technician to the field to conduct measurements so that the quantity of at and below grade structures may be estimated and the opinion of cost of demolition may be more accurately determined. An opinion of probable demolition cost (OPDC) will be prepared.

B. Preparation of Demolition and Clearing Plans

BWSC will coordinate with Hamilton County to develop the limits of the initial clearing area which is estimated to be approximately 70 acres (inclusive of the former acid plant vicinity). BWSC will also coordinate with the project environmental consultant (S&ME) to identify the limits of environmentally regulated features (streams, ponds, wetlands, etc.) and associated buffer zones on the site.

BWSC proposes to develop demolition and land clearing plans for the former acid plant area utilizing GIS level topographic base mapping to include:

- Cover Sheet
- General Notes
- Site plan
- Demolition Plan
- Utilities retirement/protection plan
- Clearing plan
- Erosion and sedimentation control plan
- Detail sheets

BWSC also proposes to develop technical specifications and contract documents suitable for the County to obtain bid prices from contractors for execution the proposed demolition and clearing.

BWSC will prepare an Opinion of Probable Construction Cost (OPCC) for the proposed project.

C. Bidding Assistance

BWSC proposes to:

1. Attend Pre-bid meeting and prepare minutes of the meeting.
2. Respond to contractor inquiries, as required, during the bidding process.
3. Issue addenda as required.
4. Attend the bid opening.
5. Prepare bid tabulation and review the bids and make a recommendation of award
6. Prepare contract documents for execution.

D. Construction Administration Services

BWSC proposes to:

1. Attend a pre-construction conference and prepare meeting minutes.
2. Review contractor submittals for compliance with the specifications and Drawings.

3. Review up to four (4) contractor's pay requests.
4. Review requests for information and prepare change orders, as directed.
5. Attend up to five (5) construction progress meetings and prepare minutes.
6. Conduct up to five (5) site visits during construction.
7. Attend pre-final inspection and prepare punch-list of items to be completed prior to final payment.
8. Conduct final inspection to verify completion of punch list and other items and make a recommendation for final payment to the contractor.

E. Project Support/Design Coordination Services

BWSC will provide support services, as directed by the Client, related to:

1. Surveying services.
2. Storm water management design.
3. Utility design.
4. Roadway design.
5. Civil design for environmental permitting.
6. Other services as requested.

III. ASSUMPTIONS

The following is a list of assumptions related to the noted proposal:

- Client will appoint a single point of contact for coordination purposes;
- The site is properly zoned for the proposed project;
- Demolition roughly scoped to above grade structures only; all concrete foundations and slabs to remain;
- All demolition above grade so that no SWPPP, NOI or LDP required. Contractor responsible for Asbestos Notification and Permitting/Fees to Chattanooga Hamilton County Air Pollution Control Board and for Building Permit (demolition) from the City of Chattanooga. Any Special Waste Permit requirements from TDEC and associated fees by Contractor;
- No testing included other than environmental testing as detailed herein on a cost reimbursable basis as required for demolition;
- Asbestos Remedial Design supplied as a part of the environmental testing on a cost reimbursable basis;
- No underground tanks exist or if they exist such underground tanks removed by others and not included in this scope;
- Client review of documents in a timely manner;
- Construction period limited to twelve (12) weeks;
- Geotechnical investigation services provided by the owner;
- Access to the site as required for BWSC;
- Permit and plan review fees to be paid by the owner;
- No title searches conducted by BWSC;
- No off-site utility design;
- No retaining wall or structural design as part of the proposal;
- No off-site easement documents or right of way documents prepared as part of BWSC's proposed services;
- No property acquisition or easement negotiation services.

IV. ADDITIONAL SERVICES

Services that are not included, but may be provided, by BWSC as an additional service include:

- If insufficient data is available, BWSC will propose separately to conduct such environmental surveys as required for preparation of the demolition plans. These surveys will be provided by select sub-consulting firms and provided as a reimbursable expense;
- Preparation of an asbestos remedial design by a certified designer;
- Preparation of preliminary or final plats;
- Preparation of easement and right of way documents;
- Public meeting attendance;
- Utility Relocation (Power Poles) design and coordination;
- Preparation of renderings for public presentation;
- Resident project representative services;
- Field construction stake-out surveying;
- As-built surveying or other additional services provided as requested at an hourly rate.

V. TIME OF PERFORMANCE

BWSC is prepared to begin work within five (5) working days, and complete the project design phase within six (6) weeks of notice to proceed if no environmental testing required, eight (8) to ten (10) weeks depending on the scope of testing, if required.

VI. OWNER'S RESPONSIBILITIES

- Review documents and respond to questions in a timely manner;
- Appoint a single point of contact for project coordination purposes;
- Provide project requirements and system data as required;
- Execute permit applications and pay all required permit and plan review fees.

VII. DELIVERABLES

Up to three (3) copies of the following items will be provided as part of our services:

- Demolition and clearing plans and specifications;
- Opinion of Probable Construction Cost for Intersection Re-Alignment.

*Additional copies provided as a reimbursable expense.

VIII. COMPENSATION

A. Data Compilation and Review	\$ 13,500	(Lump Sum)
B. Preparation of Demolition and Clearing Plans	\$ 16,800	(Lump Sum)
C. Bidding Assistance	\$ 9,800	(Lump Sum)
D. Construction Administration Services	\$ 11,000	(Lump Sum)
E. Project Support/Design Coordination Services	\$ 7,500	(Hourly)

IX. EXPENSES

Reimbursable expenses such as printing, mileage, and outside services will be billed at 15% mark up for handling and processing. We estimate these expenses to be approximately \$500 exclusive of any environmental testing.



Hamilton County Board of Commissioners

RESOLUTION

No. 115-16

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH BARGE, WAGGONER, SUMNER & CANNON, INC. FOR MASTER PLANNING SERVICES FOR THE ENTERPRISE SOUTH INDUSTRIAL PARK SUPPLIER PARK FOR AN AMOUNT NOT TO EXCEED \$25,000.00.

WHEREAS, 300 Acres at the Enterprise South Industrial Park were released from Volkswagen’s option and is available for economic development, and

WHEREAS, the City of Chattanooga and Hamilton County desire to contract with a consultant to evaluate the most cost effective future plan for the park, and

WHEREAS, the total amount of the master planning services shall not exceed \$25,000.00, and

WHEREAS all costs will be shared equally with the City of Chattanooga, and

WHEREAS, the County’s share of the amount is available in the Industrial Development Fund.

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

That the County Mayor is authorized to enter into and execute an agreement with Barge, Waggoner, Sumner & Cannon Inc. to provide master planning services for the Enterprise South Industrial Park Supplier Park.

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

January 7, 2015

Date

ATTACHMENT "A"**ESIP Supplier Park Master Planning
Scope of Services****November 4, 2014**

The BWSC scope of services is presented in the following elements:

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

I. PROJECT DESCRIPTION

BWSC proposes to provide Landscape Architectural Master Planning design services for the proposed supplier park at ESIP. We understand that these services are to include preparing a conceptual master plan for the proposed site. The intent of this scope of services is to provide master planning consulting services in support of assessing development alternatives for the 300 acres known as the ESIP Supplier Area.

II. SCOPE OF SERVICES**A. Master Planning Services**

- 1. Project Initiation and Kickoff
 - a. BWSC recommends that Hamilton County appoint a Core Planning Team (CPT) to work with us in the development of the master plan. Members from the following organizations should be included: Chamber of Commerce, Hamilton County, City of Chattanooga, Hamilton County Real Property Office, Environmental Permitting Consultant (S&ME), US Army, Tetrattech, etc.
 - b. We will conduct a kick-off meeting with the CPT to discuss in detail the scope of the work, schedule for meetings, deliverable dates, lines of communication, desired program elements, and potential site development issues. (Meeting #1)
- 2. Inventory and Analysis
 - a. Gather and assemble information regarding the project area and surrounding features. This information will be derived from existing resources and from Hamilton County Real Property Office. BWSC will prepare an electronic base map, suitable for planning purposes, from GIS electronic files. Data to be confined to readily available information such as existing topography, property lines, easements, stormwater systems, geotech data, adjacent land uses, traffic patterns, visible features, etc.
 - b. We will conduct an on-site evaluation to further evaluate and inventory readily visible existing features which would include the site's natural, physical, and

- historical (army) features (topography, geology, hydrology, and existing infrastructure) to identify physical opportunities and constraints to development.
- c. Identify any potential critical environmental resources (wetlands, etc.) that are present on the site, based on existing National Wetland Inventory and other available mapping. This will not include a field delineation of potential wetlands.
 - d. Prepare informal site inventory and analysis plans.

3. Conceptual Master Plan Development

- a. BWSC will develop several alternative conceptual master plans. The concept plans will illustrate the location, size, type, character, and scale of the proposed improvements in a diagram format. Conceptual grading plans to determine approximate earthwork cost, as well as other utility infrastructure costs, will be determined.
- b. Present concepts to CPT. (Meeting #2)

4. Final Concept Plan Refinement

- a. In this task, BWSC will refine the preferred alternative concept based on input received from CPT. The finished plan will more accurately depict the location, scale, and character of the proposed improvements within the project areas.
- b. Prepare a PER with an associated Opinion of Probable Construction Cost (OPCC) of the final concept plans and phasing recommendations.
- c. Present final concept plan to CPT for review and concurrence. (Meeting #3)
- d. Prepare a final color rendered master plan.

B. Project Support Services

BWSC will provide support services, as directed by the Client, related to:

- Surveying services;
- Stormwater management design;
- Utility design;
- Roadway design;
- Civil design for environmental permitting;
- Other services as requested.

III. ASSUMPTIONS

BWSC will provide the above noted services based upon a given set of assumptions. These assumptions are as follows:

A. Design/Base Information

1. Access to site and adjoining areas, as required.
2. Client will appoint a single point of contact for coordination purposes.
3. Client review of documents in a timely manner.
4. The site is properly zoned for the proposed project.
5. Site topographic information and other critical project information will be provided to BWSC.
6. Design services of this contract are limited to the subject property only.

B. Services/Information by Others

1. Geotechnical services are not included herewith.

2. Schedule is dependent upon the timely receipt of critical information such as survey files, responses from regulatory authorities, and Owner/etc.

C. Miscellaneous

1. Fees are good for three (3) months from the date of this proposal.

IV. ADDITIONAL SERVICES

Services that are not included, but may be provided, by BWSC as an additional service include:

- Complete Site Planning services beyond master planning services;
- Preparation of Construction Documents;
- Permitting Services;
- Bidding/Negotiation Services;
- Construction Administration Services;
- Meetings in addition to the ones previously noted;
- Preparation of preliminary or final plats;
- Preparation of easement and right-of-way documents;
- Public meeting attendance;
- LEED Design and documentation;
- Boundary surveying, legal descriptions and construction staking surveys, unless noted herein;
- Environmental studies and reports unless noted herein; sinkhole disturbance permitting;
- Design revisions requested by those outside the project team and stakeholders beyond the conceptual planning phase;
- Development of perspective drawings;
- Mitigation for wetland and stream impacts may also be required;
- Prepare applications and supporting documents for private and governmental grants;
- Provide services resulting from significant changes in the general scope or character of the project.

V. TIME OF PERFORMANCE

BWSC is prepared to begin work within five (5) working days after notice to proceed by Client.

VI. OWNER'S RESPONSIBILITIES

- Review documents and respond to questions in a timely manner;
- Appoint a single point of contact for project coordination purposes;
- Provide project requirements and system data as required;
- Execute permit applications and pay all required permit and plan review fees.

VII. DELIVERABLES

As part of initial professional services, the following is a probable list of documents that will be produced as a part of this effort.

- Site Inventory and Analysis Sketches;
- Illustrative Master Plan Concept Sketches;

- Final Rendered Illustrative Master Plan;
- OPCC and Phasing recommendations.

*Additional copies provided as a reimbursable expense.

VIII. COMPENSATION

A. Master Planning Services	\$ 20,000	(Hourly)
B. Project Support Services	\$ 5,000	(Hourly)

IX. EXPENSES

Reimbursable expenses such as printing, mileage, and outside services will be billed at 15% mark up for handling and processing. We estimate these expenses to be approximately \$500.00



Hamilton County Board of Commissioners RESOLUTION

No. 115-17

A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH S & ME INC. FOR ENVIRONMENTAL PERMITTING SERVICES FOR THE ENTERPRISE SOUTH INDUSTRIAL PARK SUPPLIER PARK FOR AN AMOUNT NOT TO EXCEED \$18,580.00.

WHEREAS, 300 Acres at the Enterprise South Industrial Park were released from Volkswagen’s option and is available for economic development, and

WHEREAS, the City of Chattanooga and Hamilton County desire to assess and verify jurisdictional waters on the park site, and

WHEREAS, the total amount of the environmental permitting services shall not exceed \$18,580.00, and

WHEREAS all costs will be shared equally with the City of Chattanooga, and

WHEREAS, the County’s share of the amount is available in the Industrial Development Fund.

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

That the County Mayor is authorized to enter into and execute an agreement with S & ME Inc. to provide environmental permitting services for the Enterprise South Industrial Park Supplier Park.

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

January 7, 2015

Date



December 11, 2014

Hamilton County Engineering
1250 Market Street, Suite 3050
Chattanooga, Tennessee 37402

Attention: Mr. John Agan, PE

Reference: **Proposal for Jurisdictional Waters Assessment**
Conceptual Supplier Site
Enterprise South Industrial Park
Chattanooga, Hamilton County, Tennessee
S&ME Proposal No. 41-1400535

Dear Mr. Agan:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for conducting a jurisdictional waters assessment in association with the above-referenced property. This proposal outlines our understanding of the project, the planned scope of services, our fee for these services, and the schedule for performing the work. Our Agreement for Services (Form AS-071) is attached to this proposal and is incorporated by reference as part of the proposal.

PROJECT INFORMATION

Project information was provided to Ms. Kristy Smedley and Mr. Jim McGirl of S&ME by Mr. Russell Moorehead of Barge Waggoner Sumner and Cannon, Inc. (BWSC) during a meeting on October 3, 2014 at S&ME's office. In addition, these three individuals toured the proposed project site with Mr. Todd Leamon and Mr. John Agan of Hamilton County Engineering on October 6, 2014.

The proposed project site is located within the northern portion of the Enterprise South Industrial Park (ESIP) and is referred to as Supplier / Industrial Lot Area on the attached figure provided by BWSC. This portion of the ESIP can be accessed from the south through the security station off of Hickory Valley Road. The project site is composed of approximately 300 acres. Our services have been requested to assist you in the evaluation of the project site for future development.

SCOPE OF SERVICES

The following proposed Scope of Services is designed to provide a determination of potential jurisdictional waters, which includes both wetlands and streams, within the above-referenced project boundaries and to prepare a determination package for submittal to the U.S. Army Corps of Engineers (USACE) and the Tennessee Department of Environment and Conservation, Division of Water Resources (TDEC-DWR).

Jurisdictional Waters Assessment

Jurisdictional waters of the U.S., including wetlands, are defined by 33 CFR Part 328.3 and are protected by Section 404 of the Clean Water Act (33 USC 1344), which is administered by the USACE. The TDEC-DWR has jurisdiction over waters of the state. Jurisdictional state waters may also be subject to state and local stream buffer rules.

The services rendered under this task will consist of a field evaluation of the subject property and in-house research. In-house research will include a review of available information sources such as: U.S. Geologic Survey (USGS) 7.5-minute quadrangle topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps, the U.S. Department of Agriculture Natural Resources Conservation Service (USDA-NRCS) soil survey maps, and a recent aerial photograph obtained from Google Earth.

Potential jurisdictional waters of the U.S., including wetlands, will be evaluated in the field using the Routine On-Site Determination Method, as defined in the Corps of Engineers *1987 Wetlands Delineation Manual* and applicable USACE regional supplement¹. This technique is a multi-parameter approach, requiring positive evidence of three criteria: hydrophytic vegetation, hydric soils, and wetland hydrology.

If necessary, drainage features and streams will be evaluated in accordance with the TDEC Guidance for Making Hydrologic Determinations, Version 1.4. The procedures outlined in this guidance are intended to be applied to drainage features that could be considered either a wet-weather conveyance or a stream.

The boundary of the areas exhibiting positive evidence of three wetland criteria listed above will be flagged in the field using surveyors flagging. We will record the locations of the boundary flags with a handheld, non-mapping grade GPS. We will provide a report of findings and will indicate the approximate location of the identified areas (streams and wetlands) on an aerial site map.

Regulatory Verification

The following proposed Scope of Service is designed to obtain a Jurisdictional Determination (JD) of waters of the state and U.S. that are assessed by S&ME. S&ME will prepare a JD package for submittal to the USACE and the TDEC-DWR. All wetland delineations are preliminary until verified by the USACE and TDEC-DWR and should be used for planning purposes only until verification is complete. Only the USACE and TDEC-DWR have regulatory authority to determine jurisdiction and to verify wetland boundaries. In the case of discrepancies, the regulatory agencies' determination of wetland boundaries always takes precedence. If future project plans propose to impact any identified wetlands or streams, written agency concurrence will be a required component of the permit applications.

¹Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. U.S. Army Corps of Engineers, Washington, D.C. 100 pp. plus appendices; and U.S. Army Corps of Engineers. 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region*, ed. J. S. Wakeley, R. W. Lichvar, C. V. Noble, and J. F. Berkowitz. ERDC/EL TR-10-9. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

All USACE verifications are valid for five years from the date of issuance. Once the delineated wetlands (if present) within the proposed subject property have been verified, they should be surveyed by the surveyor of your choice. Surveying costs are not included in this proposal.

If construction activities are initiated prior to obtaining the written verification and required permits from the USACE and TDEC, S&ME is not responsible if the construction results in a violation and associated fines or penalties levied by the USACE and /or TDEC.

SCHEDULE AND DELIVERABLES

Based on our understanding, our services would not be needed until after January 5, 2015. Based on this, S&ME can begin work on this project within five business days of receipt of written authorization. We anticipate that the field work can be completed in five business days, depending upon weather, and the jurisdictional waters assessment report within approximately 15 business days of completing the field phase of the project. We will issue one bound copy and one electronic copy of the final reports.

CLIENT RESPONSIBILITIES

We will rely on you for assistance with site access and additional coordination if needed.

LIMITATIONS

Without attempting to be a complete list of items excluded from this proposal, the following are specifically excluded from this scope of services:

- permitting and supporting data collection;
- additional regulatory interactions that may be required;
- Section 7 compliance issues; and
- Section 106 compliance issues and archaeological or cultural studies.

S&ME is available to provide these services when appropriate. An Opinion of Probable Cost for performing these services can be provided upon request.

COMPENSATION

S&ME proposes to provide the services for the following lump sum fee:

Jurisdictional Waters Assessment and Regulatory Verification..... \$18,580

The technical and pricing information contained in this proposal or in any correspondence submitted by S&ME is considered confidential and proprietary and should not be released or otherwise be made available to any third party without express written consent of S&ME. This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to by Hamilton County and S&ME. Use of this proposal and resulting documents, including final report is limited to the above referenced project and client. No other use is authorized by S&ME.

AUTHORIZATION

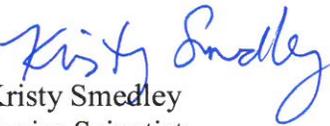
An Agreement for Services, Form AS-071, is attached and incorporated as part of this proposal. Please sign the form and return it to S&ME. Upon receipt of the signed agreement, a countersigned copy will be returned to you, and we will proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification. If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number in the purchase order as authorization to proceed with the performance of our services. However, the terms and conditions included in any purchase order shall not apply and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

CLOSURE

Thank you for considering S&ME for this project. If you have any questions concerning this proposal, please call us.

Sincerely,

S&ME, Inc.


Kristy Smedley
Senior Scientist


Elizabeth Porter
Senior Reviewer

Attachments: Figure 1
Agreement for Services (Form AS-071)



AGREEMENT FOR SERVICES

Form AS-071

Date: December 11, 2014	Job Number:
S&ME, Inc. (hereafter Consultant)	Client Name: Hamilton County Engineering (hereafter Client)
Address: 4291 Highway 58, Suite 101 City: Chattanooga State: Tennessee Zip: 37416	Address: 1250 Market Street, Suite 3050 City: Chattanooga State: Tennessee Zip: 37402
Telephone: 423-499-0957 Fax: 423-499-5070	Telephone: Fax:
PROJECT	
Project Name: Conceptual Supplier Site	
Project location: (Street Address) Enterprise South Industrial Park	
City: Chattanooga State: Tennessee Zip:	
SERVICES TO BE RENDERED	
Proposal Number: 411400535 dated: December 11, 2014 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.	

Client desires to contract with Consultant for the Services to be Rendered (Services) on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. **ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services authorized by Client shall be governed by the terms of this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is in reliance on Client having accepted the terms of this Agreement and acknowledgment that Client will execute this Agreement, forthwith. Client may accept this Agreement for Services through the use of Client's Purchase Order, however all preprinted terms and conditions on Client's purchase order are inapplicable and the terms of this Agreement shall govern. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.
2. **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services, the Proposal identified under "SERVICES TO BE RENDERED."
3. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the location providing the Services shall control. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's

obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. Client waives all claims for damages or delay as a result of such suspension or termination.

4. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services.
5. **LIMITATION OF LIABILITY:** Consultant's aggregate liability responsibility to Client, including that of our officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as **LIMITATION OF LIABILITY**. This limitation of **LIABILITY** applies to all lawsuits, claims or actions, whether identified as arising in tort, **INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY**, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of our Services.

By entering into this Agreement, Client acknowledges that this Limitation of LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
7. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any reliance on information obtained or derived from such electronic files will be at the Client's or other user's sole risk.

8. **SAFETY:** Consultant is solely responsible for the safety and health of Consultant's employees and lower tier subcontractors. Consultant shall take necessary precautions for the safety of its employees. Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are

not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

9. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for an agreed to duration and for a mutually acceptable storage charge. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

10. CLIENT OBLIGATIONS:

(a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.

(b) Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.

(c) Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and from the use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage.

(d) Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area.

To the fullest extent permitted by law, Client shall indemnify Consultant from all claims, suits, losses, personal injuries, death and property liability, including costs and attorneys' fees, arising from Client's breach of any of the obligations set forth in this paragraph.

11. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.

12. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

13. TERMINATION:

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or

receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

14. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
15. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services covered by this Agreement.
16. **INSURANCE:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim. Upon receipt of written request, Client shall be included as an additional insured under the General Liability and Automobile Liability policies on a primary and non-contributory basis.
17. **INDEMNITY:** Client agrees to indemnify Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Consultant agrees to indemnify Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify each other in proportion to their relative degree of fault.

18. **DISPUTE RESOLUTION:** Consultant may, in Consultant's sole discretion, pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar dispute resolution organization if the parties expressly agree. Except for collection actions by Consultant, mediation in good faith shall be a condition precedent to the institution of litigation by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar dispute resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both Parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
19. **ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
20. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
21. **MISCELLANEOUS:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this subcontract is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision.
22. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's services, whichever occurs earlier.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: Hamilton County Engineering

S&ME, Inc.

BY: _____
(Signature)

BY: Kristy Smedley
(Signature)

(Print Name / Title)

Kristy Smedley, Senior Scientist
(Print Name / Title)

DATE: _____

DATE: December 11, 2014

PROPOSAL NUMBER : 411400535

Client's FAXED or DIGITAL signature to be treated as original signature



Hamilton County Board of Commissioners

RESOLUTION

No. 115-18

A RESOLUTION RATIFYING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE PERIOD OF NOVEMBER 1, 2014, THROUGH NOVEMBER 30, 2014, AND TO AUTHORIZE THE COUNTY MAYOR TO SIGN ANY CONTRACTS NECESSARY TO IMPLEMENT THIS RESOLUTION.

WHEREAS, the Purchasing Department was authorized to make purchases of petroleum products on the open market; and,

WHEREAS, the following purchases were made between November 1, 2014, through November 30, 2014.

November 4, 2014, \$1,769.70 for 694 gallons of regular unleaded gasoline at 2.5500 per gallon from Jat Oil and Supply, Inc.

November 7, 2014, \$2,499.00 for 1,000 gallons of regular unleaded gasoline at 2.4990 per gallon from Jat Oil and Supply, Inc.

November 7, 2014, \$962.12 for 385 gallons of regular unleaded gasoline at 2.4990 per gallon from Jat Oil and Supply, Inc.

November 7, 2014, \$18,869.75 for 8,521 gallons of E10 gasoline at 2.2145 per gallon from Mansfield Oil Company.

November 7, 2014, \$20,745.79 for 8,001 gallons of diesel fuel at 2.5929 per gallon from Sweetwater Valley Oil Company.

November 13, 2014, \$18,406.95 for 7,451 gallons of diesel fuel at 2.4704 per gallon from Pilot Travel Centers, LLC.

November 20, 2014, \$16,926.39 for 8,553 gallons of E10 gasoline at 1.9790 per gallon from Jat Oil and Supply, Inc.

November 24, 2014, \$5,625.57 for 2,630 gallons of regular unleaded gasoline at 2.1390 per gallon from Jat Oil and Supply, Inc.

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

That the above purchases be ratified in the best interest of Hamilton County, and the County Mayor is authorized 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

January 7, 2015

Date

Date:		11/4/2014	11/7/2014	11/7/2014	11/7/2014	11/7/2014	11/13/2014	11/20/2014	11/24/2014	
Location		ESNP	Riverpark	Riverpark	Silverdale	Silverdale	Silverdale	Sheriff's Sub-Station	CFP Maintenance	
Sweetwater	Gasoline	2.7540	2.9297	2.9297					2.5320	
(HC)	E-10 Gasoline				2.2494			1.9929		
	Diesel					2.5929	2.6689			
	Bio Diesel									
Jat Oil	Gasoline	2.5500	2.4990	2.4990					2.1390	
(HC)	E-10 Gasoline				2.2290			1.9790		
	Diesel					2.7790	2.6690			
	Bio Diesel									
Collins Oil	Gasoline	no quote	no quote	no quote					no quote	
	E-10 Gasoline				no quote			1.9995		
	Diesel					no quote	no quote			
	Bio Diesel									
Mansfield	Gasoline	no quote	no quote	no quote					no quote	
	E-10 Gasoline				2.2145			no quote		
	Diesel					no quote	no quote			
	Bio Diesel									
Rogers Petroleum	Gasoline	no quote	no quote	no quote					no quote	
	E-10 Gasoline				no quote			no quote		
	Diesel					no quote	no quote			
	Bio Diesel									
Parman	Gasoline	no quote	no quote	no quote					no quote	
(HC)	E-10 Gasoline				no quote			2.0291		
	Diesel					no quote	2.5253			
	Bio Diesel									
Dupree Oil	Gasoline	no quote	no quote	no quote					no quote	
	E-10 Gasoline				no quote			no quote		
	Diesel					no quote	no quote			
	Bio Diesel									
Pilot Travel	Gasoline	no quote	3.6488	3.6488					2.3812	
	E-10 Gasoline				no quote			1.9928		
	Diesel					no quote	2.4704			
	Bio Diesel									
I HEREBY CERTIFY THAT THE PRICES ARE A TRUE AND ACCURATE ACCOUNT OF GASOLINE AND DIESEL FUEL										
PRICES QUOTED TO HAMILTON COUNTY FOR THE PERIOD OF NOVEMBER 1, 2014 THROUGH NOVEMBER 30, 2014										
										
Gail B. Roppo										
Director of Purchasing										

Unleaded Gasoline	November 2014	YTD
Gallons Purchased	4,709	23,054
Total Cost	\$10,856.39	\$63,813.47
Average Cost/Gallon	\$2.3055	\$2.7680
E-10		
Gallons Purchased	17,074	199,574
Total Cost	\$35,796.14	\$490,998.55
Average Cost/Gallon	\$2.0965	\$2.4602
Diesel		
Gallons Purchased	15,452	90,590
Total Cost	\$39,152.74	\$248,369.39
Average Cost/Gallon	\$2.5338	\$2.7417
Bio Diesel		
Gallons Purchased		
Total Cost		
Average Cost/Gallon		



Hamilton County Board of Commissioners RESOLUTION

No. 115-19

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 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 staff fleet sedans; and,

WHEREAS, the bid from Don Ledford Auto Park amounting to \$18,975.00 was considered to be the lowest and best bid received; and,

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

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

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

That the bid of Don Ledford Auto Park for contract unit pricing for fleet staff 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

January 7, 2015

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

November 21, 2014

Invitation to Bid – Hamilton County

Subject: One (1) year contract unit pricing for Fleet and Police Pursuit Vehicles and as per attached specifications.

Company Name: _____

Company Address: _____

Street City State

By: _____ Signature: _____

(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____

Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: December 9, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Fleet Vehicles".
Proposal/Bid Number: 1114-078**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

III. DETAILED BID SPECIFICATIONS – Mid-Size Fleet Staff Sedan

Items found in this section set forth the County’s minimum expectations for new and unused, current year model Mid-Size Fleet Staff Sedan 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 that fuel economy and manufacturer’s warranty will be considered as a factor in the award of the bid.

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.*

MID-SIZE STAFF SEDAN 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 Conditioning: Factory installed required			
Antifreeze: Protection to a minimum of -30 degrees F.			
Base Curb Weight: 3,200 lbs. minimum			
Brakes: 4-wheel antilock, 4-wheel disc brakes			
Carpet: Floor w/factory floor mats			
Color: To be determined at time of order			
Cruise Control: Required			
Driver’s Seat: Height adjustable driver’s seat – will consider manual or power options (please specify type in comments)			
Drivers Power Seat Option: Price separately as option if not standard equipment and available as an option			
Drive Train: Front Wheel Drive four (4) door sedan			
Engine Size: 1.5 liter or greater, 4 cylinder			
EPA Passenger Volume: 100.0 Cu. Ft. Minimum			
Fuel Efficiency: EPA fuel economy rating of 22 mpg (city) 34 (highway) minimum			
Fuel Type: Gas/Ethanol fuel compatible			

Bid #1114-078: Fleet Vehicle Specifications
Hamilton County, TN

MID-SIZE STAFF SEDAN SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Gasoline: Vehicle to be delivered with a minimum of ½ tank			
Mirrors: Dual Outside Mirrors, power-adjustable			
Mirrors: Rear view mirror (day/night)			
Power Windows and Door Locks: Front and rear required			
Rear Window Defogger: Required			
Remote Keyless Entry: Remote Keyless Entry (2 keys with 2 each key fob transmitters) or digital pad power door locks			
Sound System: Audio system with AM/FM/ and CD with clock (factory installed)			
Steering: Power rack-pinion steering			
Spare Tire: Space saver steel rim internal spare wheel			
Tires: All Season Radial tires			
Traction Control: Electronic stability/traction control			
Transmission: 5 or 6 speed automatic transmission			
Trunk Release: Trunk emergency release handle; Remote			
Wheelbase: 107 inches minimum			
Windshield Wipers: Variable front intermittent			
Delivery: Delivery included in bid price. F.O.B. Chattanooga, Tennessee			
Include Manufacturer’s Warranty Information with bid (Basic, Powertrain, etc.)			
Include Manufacturer’s Vehicle Spec Sheet with bid			
Include Terms for Payment with bid			
Fuel Efficiency – Provide city/highway/combined fuel mileage with bid below			

Vehicle Purchase Estimate: Sixteen (16) staff fleet mid-size sedans

Questions concerning bid procedures should be directed to:

Linda Chumbler
Hamilton County Purchasing Department
Email: LindaC@HamiltonTN.gov
Phone: (423)209-6350; Fax: (423)209-6351

PRICING: Mid-Size Fleet Sedan

Use additional spaces if needed for additional models. Note: Please clearly explain whether the power seat is available as an option. If the power seat is only available in a higher option package, please price both models.

YEAR/MAKE/MODEL	BASE PRICE PER VEHICLE	COST WITH POWER SEAT AS OPTION (If available as separate option)	FUEL ECONOMY - CITY/HIGHWAY/ COMBINED	DELIVERY TIME

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

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

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
30. **QUALIFICATIONS OF BIDDERS:** A bidder may be required, before the award, to show to the complete satisfaction of Hamilton County that it has the necessary facilities, ability and financial resources to provide the service or goods specified.
31. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Purchasing Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
32. **SAMPLES:** Samples of articles, when required, shall be furnished free of cost of any sort to the County and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
33. **TAXES:** Hamilton County is a tax exempt organization. Sales, use or federal excise taxes should not be included in your bid.
34. **TN DEPARTMENT OF REVENUE REQUIREMENTS:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
35. **TERMS AND CONDITIONS:** In the event of a conflict between the bid specifications and these terms and conditions, the specifications will govern.
36. **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 1114-078 - Log
Fleet Vehicle Contract**

11/21/2014 8:01 AM Eastern

Bids Due Date/Time: 12/09/2014 10:30:00 AM Eastern

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

Bids Due: 12/09/2014 10:30:00 AM Eastern

Message Summary

Message Detail

Document Detail

Message Summary

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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>
11/21/2014 8:01:34AM	Eastern	Linda Chumbler	1114-078 - Fleet Vehicle Contract	Invitation	Please click on the above solicitation to access bid documents.	190	2

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

Please run the attached ad on November 21, 2014, in the legal notices.

LEGAL NOTICE

Bids for one (1) year contract unit pricing for staff vehicles and police pursuit vehicles will be opened at 10:30 AM (ET) on December 9, 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.

Gail B. Roppo
Director of Purchasing



Vendor/Vehicle Info:	Chrysler Dodge Jeep Ram of Columbia	Don Ledford Auto Park	Village Volkswagen of Chattanooga (HC)	Golden Circle Ford	Mtn. View Chevrolet (HC)	Mtn. View Ford (HC)	Ford of Murfreesboro	Beaman Automotive Group	Sam Swope Auto Group
Mid Size Fleet Vehicle	\$19,495.00	\$18,675.00	\$20,575.00	17,298.00	\$19,595.00	\$17,287.00	--	\$17,502.00	\$19,497.00
Mid Size w/Power Seat Option	\$19,895.00	\$18,975.00	\$22,250.00	\$18,408.00	\$19,990.00	\$18,787.00	\$18,444.00	\$18,612.00	\$19,861.00
Make/Model - Base	Chrysler 200	Chev. Malibu LS	VW Passat S	Ford Fusion S	Chev. Malibu LS	Ford Fusion S	--	Ford Fusion S	Chrysler 200
Make/Model with Power Seat Option	Chrysler 200 LX	Chev. Malibu LS w/Power Seat	VW Passat Wolfsburg	Ford Fusion SE	Chev. Malibu LS w/ Power Seat	Ford Fusion SE	Ford Taurus SE	Ford Fusion SE	Chrysler 200 LX
Specifications:									
Engine	2.4 L, 4 cylinder	2.5 L, 4 cylinder	1.8L, 4 cylinder	2.5L, 4 cylinder	2.5 L, 4 cylinder	2.5L, 4 cylinder	3.5L, V6	2.5L, 4 cylinder	2.4 L, 4 cylinder
Wheelbase	108.0	107.8	110.4	112.2	107.8	112.2	112.9	112.2	108
Passenger Volume	101.4	100.0	102.0	102.8	100.0	102.8	102.2	102.8	101.4
Cargo Volume	16.0	16.3	15.9	16.0	16.3	16.0	20.1	16.0	16.0
Fuel Mileage - City/Hwy	23 / 36 mpg	25 / 36 mpg	24 /36 mpg	22 / 34 mpg	25 / 36 mpg	22 /34 mpg	19 / 29 mpg	22 / 34 mpg	23 / 36 mpg
Fuel Mileage - Combined (60/40)	28.2	29.4	28.8	26.8	29.4	26.8	23.0	26.8	28.2
Warranty: Basic	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi
Warranty: Powertrain	5 yr / 100k mi	5 yr / 100k mi	5 yr / 60k mi	5 yr / 60k mi	5 yr / 100k mi	5 yr / 60k mi	5 yr / 60k mi	5 yr / 60k mi	5 yr / 100k mi
Delivery:	10-12 wks	8-10 wks	6-10 wks	90 days	14 wks	10-12 wks	12-14 wks	90 days	90-120 days
Terms:	Net 30	Net 30	Net 30	Net 30	C.O.D.	C.O.D.	Net 30	Net 30	Net 30
Bid Cost Analysis:									
Fuel costs for 125k at \$2.3055/gal	\$10,219.41	\$9,802.30	\$10,006.51	\$10,753.26	\$9,802.30	\$10,753.26	\$12,529.89	\$10,753.26	\$10,219.41
Base Bid w/ Fuel	\$29,714.41	\$28,477.30	\$30,581.51	\$28,051.26	\$29,397.30	\$28,040.26	--	\$28,255.26	\$29,716.41
Power Seat Option w/ Fuel	\$30,114.41	\$28,777.30	\$32,256.51	\$29,161.26	\$29,792.30	\$29,540.26	\$30,973.89	\$29,365.26	\$30,080.41

Request For Bids:	
Newspaper Ad:	11/21/2014
Vendor Notification:	109
Vendor Response:	9
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners RESOLUTION

No. 115-20

A RESOLUTION APPROVING THE PURCHASE OF TWO (2) MID-SIZE SEDANS FROM THE CONTRACT UNIT PRICING FOR FLEET STAFF SEDANS FROM DON LEDFORD AUTO PARK FOR THE HAMILTON COUNTY DISTRICT ATTORNEY'S OFFICE AMOUNTING TO \$37,950.00 AND TO AMEND THE DISTRICT ATTORNEY'S GENERAL FUND CAPITAL OUTLAY BUDGET FROM PREVIOUSLY UNBUDGETED FUNDS 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 staff fleet sedans; and,

WHEREAS, the bid from Don Ledford Auto Park amounting to \$18,975.00 per vehicle was approved by resolution (115-0); and,

WHEREAS, there is a need for two vehicles in the District Attorney's Office and the District Attorney's General Fund Capital Outlay Budget will be amended from previously unbudgeted funds in the amount of \$37,950.00.

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

That the purchase of two (2) mid-size sedans from the contract unit pricing for fleet staff sedans from Don Ledford Auto Park for the Hamilton County District Attorney's Office and to amend the District Attorney's General Fund Capital Outlay Budget from previously unbudgeted funds amounting to \$37,950.00 is hereby accepted, 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

January 7, 2015

Date

Jim M. Coppinger
County Mayor



Gail B. Roppo
Director
Purchasing Department

Hamilton County, Tennessee

November 21, 2014

Invitation to Bid – Hamilton County

Subject: One (1) year contract unit pricing for Fleet and Police Pursuit Vehicles and as per attached specifications.

Company Name: _____

Company Address: _____

Street City State

By: _____ Signature: _____
(Print or Type Name)

Phone number: _____ Fax number: _____

Hamilton County Business License Account Number: _____

Expiration Date: _____

Delivery: _____ Terms: _____

Bid Date: December 9, 2014
Bid Opening: 10:30 A.M. (Eastern Time Zone)

Office: Sealed bids may be **hand delivered or delivered by common carrier** to the office of the County Director of Purchasing, at 455 N. Highland Park Avenue, McDaniel Building, Chattanooga, Tennessee 37404 or **mail by US Mail Service** to Hamilton County Purchasing Department, 117 East 7th Street, Chattanooga, TN 37402. **Bids must be received before the above specified time for the opening of bids. Bids that do not meet this time requirement will be deemed invalid and will not be opened.** This includes Priority and Express Mail. There will be no exceptions. **Original and one (1) copy of the bid are requested.** All bids are to be F.O.B. Chattanooga, Tennessee 37402.

**Mark outside envelope containing sealed bid: "Fleet Vehicles".
Proposal/Bid Number: 1114-078**

Enclosed: Specifications and Terms & General Bid Conditions

Hamilton County,

Handwritten signature of Gail B. Roppo in cursive.

Gail B. Roppo
Director of Purchasing

III. DETAILED BID SPECIFICATIONS – Mid-Size Fleet Staff Sedan

Items found in this section set forth the County’s minimum expectations for new and unused, current year model Mid-Size Fleet Staff Sedan 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 that fuel economy and manufacturer’s warranty will be considered as a factor in the award of the bid.

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.*

MID-SIZE STAFF SEDAN 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 Conditioning: Factory installed required			
Antifreeze: Protection to a minimum of -30 degrees F.			
Base Curb Weight: 3,200 lbs. minimum			
Brakes: 4-wheel antilock, 4-wheel disc brakes			
Carpet: Floor w/factory floor mats			
Color: To be determined at time of order			
Cruise Control: Required			
Driver’s Seat: Height adjustable driver’s seat – will consider manual or power options (please specify type in comments)			
Drivers Power Seat Option: Price separately as option if not standard equipment and available as an option			
Drive Train: Front Wheel Drive four (4) door sedan			
Engine Size: 1.5 liter or greater, 4 cylinder			
EPA Passenger Volume: 100.0 Cu. Ft. Minimum			
Fuel Efficiency: EPA fuel economy rating of 22 mpg (city) 34 (highway) minimum			
Fuel Type: Gas/Ethanol fuel compatible			

Bid #1114-078: Fleet Vehicle Specifications
Hamilton County, TN

MID-SIZE STAFF SEDAN SPECIFICATIONS –MUST MEET OR EXCEED	MEETS OR EXCEEDS	DOES NOT MEET	COMMENTS
Gasoline: Vehicle to be delivered with a minimum of ½ tank			
Mirrors: Dual Outside Mirrors, power-adjustable			
Mirrors: Rear view mirror (day/night)			
Power Windows and Door Locks: Front and rear required			
Rear Window Defogger: Required			
Remote Keyless Entry: Remote Keyless Entry (2 keys with 2 each key fob transmitters) or digital pad power door locks			
Sound System: Audio system with AM/FM/ and CD with clock (factory installed)			
Steering: Power rack-pinion steering			
Spare Tire: Space saver steel rim internal spare wheel			
Tires: All Season Radial tires			
Traction Control: Electronic stability/traction control			
Transmission: 5 or 6 speed automatic transmission			
Trunk Release: Trunk emergency release handle; Remote			
Wheelbase: 107 inches minimum			
Windshield Wipers: Variable front intermittent			
Delivery: Delivery included in bid price. F.O.B. Chattanooga, Tennessee			
Include Manufacturer’s Warranty Information with bid (Basic, Powertrain, etc.)			
Include Manufacturer’s Vehicle Spec Sheet with bid			
Include Terms for Payment with bid			
Fuel Efficiency – Provide city/highway/combined fuel mileage with bid below			

Vehicle Purchase Estimate: Sixteen (16) staff fleet mid-size sedans

Questions concerning bid procedures should be directed to:

Linda Chumblor
Hamilton County Purchasing Department
Email: LindaC@HamiltonTN.gov
Phone: (423)209-6350; Fax: (423)209-6351

PRICING: Mid-Size Fleet Sedan

Use additional spaces if needed for additional models. Note: Please clearly explain whether the power seat is available as an option. If the power seat is only available in a higher option package, please price both models.

YEAR/MAKE/MODEL	BASE PRICE PER VEHICLE	COST WITH POWER SEAT AS OPTION (If available as separate option)	FUEL ECONOMY - CITY/HIGHWAY/ COMBINED	DELIVERY TIME

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

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

28. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
29. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed.
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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.
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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 1114-078 - Log
Fleet Vehicle Contract**

11/21/2014 8:01 AM Eastern

Bids Due Date/Time: 12/09/2014 10:30:00 AM Eastern

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

Bids Due: 12/09/2014 10:30:00 AM Eastern

Message Summary

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11/21/2014 8:01:34AM	Eastern	Linda Chumbler	1114-078 - Fleet Vehicle Contract	Invitation	Please click on the above solicitation to access bid documents.	190	2

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Please run the attached ad on November 21, 2014, in the legal notices.

LEGAL NOTICE

Bids for one (1) year contract unit pricing for staff vehicles and police pursuit vehicles will be opened at 10:30 AM (ET) on December 9, 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.

Gail B. Roppo
Director of Purchasing



Vendor/Vehicle Info:	Chrysler Dodge Jeep Ram of Columbia	Don Ledford Auto Park	Village Volkswagen of Chattanooga (HC)	Golden Circle Ford	Mtn. View Chevrolet (HC)	Mtn. View Ford (HC)	Ford of Murfreesboro	Beaman Automotive Group	Sam Swope Auto Group
Mid Size Fleet Vehicle	\$19,495.00	\$18,675.00	\$20,575.00	17,298.00	\$19,595.00	\$17,287.00	--	\$17,502.00	\$19,497.00
Mid Size w/Power Seat Option	\$19,895.00	\$18,975.00	\$22,250.00	\$18,408.00	\$19,990.00	\$18,787.00	\$18,444.00	\$18,612.00	\$19,861.00
Make/Model - Base	Chrysler 200	Chev. Malibu LS	VW Passat S	Ford Fusion S	Chev. Malibu LS	Ford Fusion S	--	Ford Fusion S	Chrysler 200
Make/Model with Power Seat Option	Chrysler 200 LX	Chev. Malibu LS w/Power Seat	VW Passat Wolfsburg	Ford Fusion SE	Chev. Malibu LS w/ Power Seat	Ford Fusion SE	Ford Taurus SE	Ford Fusion SE	Chrysler 200 LX
Specifications:									
Engine	2.4 L, 4 cylinder	2.5 L, 4 cylinder	1.8L, 4 cylinder	2.5L, 4 cylinder	2.5 L, 4 cylinder	2.5L, 4 cylinder	3.5L, V6	2.5L, 4 cylinder	2.4 L, 4 cylinder
Wheelbase	108.0	107.8	110.4	112.2	107.8	112.2	112.9	112.2	108
Passenger Volume	101.4	100.0	102.0	102.8	100.0	102.8	102.2	102.8	101.4
Cargo Volume	16.0	16.3	15.9	16.0	16.3	16.0	20.1	16.0	16.0
Fuel Mileage - City/Hwy	23 / 36 mpg	25 / 36 mpg	24 /36 mpg	22 / 34 mpg	25 / 36 mpg	22 /34 mpg	19 / 29 mpg	22 / 34 mpg	23 / 36 mpg
Fuel Mileage - Combined (60/40)	28.2	29.4	28.8	26.8	29.4	26.8	23.0	26.8	28.2
Warranty: Basic	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi	3 yr / 36k mi
Warranty: Powertrain	5 yr / 100k mi	5 yr / 100k mi	5 yr / 60k mi	5 yr / 60k mi	5 yr / 100k mi	5 yr / 60k mi	5 yr / 60k mi	5 yr / 60k mi	5 yr / 100k mi
Delivery:	10-12 wks	8-10 wks	6-10 wks	90 days	14 wks	10-12 wks	12-14 wks	90 days	90-120 days
Terms:	Net 30	Net 30	Net 30	Net 30	C.O.D.	C.O.D.	Net 30	Net 30	Net 30
Bid Cost Analysis:									
Fuel costs for 125k at \$2.3055/gal	\$10,219.41	\$9,802.30	\$10,006.51	\$10,753.26	\$9,802.30	\$10,753.26	\$12,529.89	\$10,753.26	\$10,219.41
Base Bid w/ Fuel	\$29,714.41	\$28,477.30	\$30,581.51	\$28,051.26	\$29,397.30	\$28,040.26	--	\$28,255.26	\$29,716.41
Power Seat Option w/ Fuel	\$30,114.41	\$28,777.30	\$32,256.51	\$29,161.26	\$29,792.30	\$29,540.26	\$30,973.89	\$29,365.26	\$30,080.41

Request For Bids:	
Newspaper Ad:	11/21/2014
Vendor Notification:	109
Vendor Response:	9
Budgeted:	Capital Outlay



Hamilton County Board of Commissioners **RESOLUTION**

No. 115-21

A RESOLUTION APPROVING THE EXPENDITURE OF FIFTY THOUSAND DOLLARS (\$50,000.00) IN DISCRETIONARY FUNDS (AS ALLOTTED TO DISTRICT TWO) TOWARD THE PURCHASE OF A FIRE ENGINE FOR WALDEN RIDGE EMERGENCY SERVICES.

- WHEREAS,** Walden Ridge Emergency Services (“WRES”) has negotiated an agreement with Pierce Manufacturing Company (“Pierce”) for the purchase of a Pierce Saber Pumper (Pierce FXP Pumper) fire engine, to be purchased over a seven (7) to ten (10) year period (through financing with Oshkosh Capital), for a total purchase price of Five Hundred Thousand Dollars (\$500,000.00); with said equipment being titled in the names of Hamilton County and WRES upon its delivery; and
- WHEREAS,** said purchase requires a Ninety Thousand Dollar (\$90,000.00) payment at the time said agreement is executed between WRES and Pierce; and
- WHEREAS,** County Commissioner Jim Fields has expressed his desire to use Fifty Thousand Dollars (\$50,000.00) of those “Discretionary Funds” allotted to District Two to be applied toward said initial payment, provided said WRES has and tenders the remaining amount of said initial payment and all other payments as may become due; and
- WHEREAS,** this county legislative body deems said purchase to be in the best interest of the citizens of Hamilton County.

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

That the tendering of Fifty Thousand Dollars (\$50,000.00) from the County Commission District Two's Discretionary Funds toward the purchase of a fire engine from Pierce Manufacturing Company for Walden Ridge Emergency Services (with all remaining payments to be made by Walden Ridge Emergency Services) is hereby approved.

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

January 7, 2015

Date