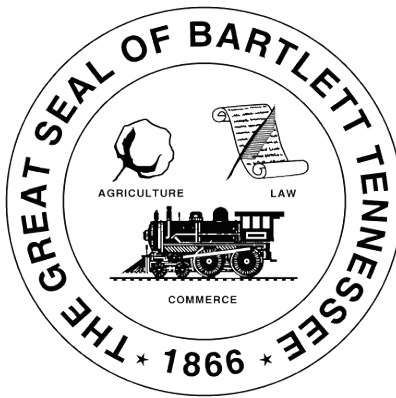


CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director



REQUEST FOR PROPOSAL

RFP # FY2026-08-006

DUE: September 4, 2025, no later than 4:00 p.m. (CST)

TREE TRIMMING AND REMOVAL SERVICES

Citywide – Various Locations

The City of Bartlett is soliciting written proposals, on a competitive basis from qualified companies or professionals to furnish Tree Trimming and Removal Services for various divisions of the City as per the written specifications.

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I. INTRODUCTION

The City of Bartlett (the “City”) is seeking proposals from interested and qualified firms to furnish Tree Trimming and Removal Services for various divisions of the City as described in this RFP as the “Services”. This Request for Proposal (“RFP”) is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with City of Bartlett for the Services outlined in this RFP. In this RFP, the terms Proposer and Contractor are used interchangeably unless the context indicates otherwise.

II. MINIMUM CONTRACTOR/PROPOSER REQUIREMENTS

All Contractors/Proposers must:

1. Have a least (5) years of previous experience in tree services or as a certified arborist.
2. Document experience in providing services to organizations of similar size.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. Have sufficient, competent and skilled staff to perform the Services as required.
5. Have necessary equipment, including all safety harnesses, booms, chippers, trimmers, and other tools to perform the Services as required.
6. Be an equal employment opportunity employer and abide by Title VI guidelines.
7. Provide proof of current insurance requirements (**MANDATORY**).
8. Sign and enclose the Public Acts 109 Form. (Exhibit D).
9. Include a current, signed W-9 form. **Note: Contractor/Proposer Name, name on W-9, and Certificate of Insurance (COI) must match.**

III. CORRESPONDENCE

Respondents requesting additional information or clarification are to contact Dick Phebus, **in writing**, at dphebus@cityofbartlett.org or at City of Bartlett, 6400 Stage Road, Bartlett, TN 38134.

Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, ALL QUESTIONS WILL BE ACCEPTED IN WRITTEN FORM ONLY, BY EMAIL OR MAILED. The deadline for submitting questions will be August 25, 2025 by 12:00 p.m. (CST).*** Questions and answers of significance will be posted on the City website. These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

IV. PROPOSAL SCHEDULE

All proposals (**one (1) original copy (clearly identified as original) and four (4) copies**) must be received at the **Office of the Mayor, City of Bartlett, 6400 Stage Road, Bartlett, TN 38134**, no later than **September 4, 2025 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

- The City of Bartlett, Tennessee is issuing this RFP on August 15, 2025
- Deadline to submit additional written questions – Proposers may submit written questions via email as to the intent or clarity of this RFP until noon on August 25, 2025. Responses will be given within 24 hours or no later than noon August 26, 2025.
- Submission of Proposal – **All Proposals Must Be Received for Review and Evaluation No Later Than Thursday, September 4, 2025, At 4:00 P.M. CST.** Proposals received after this deadline will not be accepted. The date and time received will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFP packet.
- Evaluation of Proposal and Notification of Award – An evaluation team will review and make a selection as described in Section X: Evaluation and Award.
- Services to Commence – Immediately upon the execution of the signed contract.

The City may reproduce any of the Contractor's proposal and supporting documents for internal use or for any other purpose required by law.

V. PROPOSAL CONDITIONS

- A. **Contingencies** - This RFP does not commit the City to award a contract. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so. The City will notify all Proposers, in writing, if the all proposals are rejected.
- B. **Modifications** - The City reserves the right to issue addenda or amendments to this proposal.
- C. **Proposal Submission** - To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.
- D. **Incurred Costs** - This RFP does not commit the City to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Contractor's responsibility.
- E. **Final Authority** – The final authority to award a contract rests solely with the City of Bartlett Finance/Purchasing Department and the Mayor's approval.

VI. GENERAL REQUIREMENTS

- A. **Background** - City of Bartlett has multiple locations that will be using this service, including Code Enforcement, Parks and Recreations and Public Works. The tree trimming and removal service will be required on an “as needed” basis at the department director’s discretion.
- B. **Project Time Frame** - The initial contract term will begin immediately upon execution of the contract through June 30, 2026, with the option to renew for three (3) additional one year periods beginning July through June with the same terms and conditions, and ending June 30, 2029. Renewals are contingent on an agreement of both parties, satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.
- C. **Reservation of Rights** -The City reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.
- D. **Selection Criteria** - Each response will be evaluated on the criteria outlined in Section VII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

VII. SCOPE OF WORK

The City of Bartlett is seeking to establish a service agreement with the best qualified company that can provide and perform the Services including trimming trees and removal of trees and stumps on an “as needed” or as an emergency basis for departments such as Code Enforcement, Parks and Recreations and Public Works as scheduled at the locations throughout the City of Bartlett that is cost-effective and practical for the term of the Contract.

A. DEFINITIONS:

- 1. **Balance:** To give the tree an over-all balanced look.
- 2. **Crown Restoration:** To prune in such a way those 1 to 3 sprouts on the main branch stubs are selected to become permanent branches, and to reform a more natural appearing crown.
- 3. **Drop-Crotch Pruning or Crown Reduction:** To thin out by cutting back limbs to side branches without leaving stubs or right-angle truncations.
- 4. **Dead Limb Removal:** Remove any dead limbs that may be hanging or snagged on fences or power lines (coordinate with utility company if necessary for safety).

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5. **Minimal Limb Removal:** To remove only 1 or 2 major lower limbs in order to balance the overall appearance of the tree, to raise the crown and/or to reduce excess weight on one side of the tree.
6. **Remove Tree:** To cut down the whole tree and to, as described following, remove the stump.
7. **Stump Removal:** To remove the remaining stump to 6" below the ground level and to remove all exposed roots up to 6' from the original base of the stump. Contractor shall remove all chips from the ensuing hole and shall in-fill the hole with planting soil, compacted to ground level.
8. **Clean-up:** Includes the removal of all dead branches, crisscrosses, nubs, new sucker growth.

B. Specific Requirements

1. Materials and Equipment:

- Contractor shall furnish all labor, materials, supplies, tools, machinery, implements, transportation, safety equipment and other facilities required, and do all work necessary for the complete execution and completion of the Contract, except that work or materials specifically stated to be done or furnished by others.
- All work and materials furnished and Used shall be of the best quality and workmanship, and to the satisfaction of the City. There shall be no defect in the work or the operation thereof due to inferior materials or the workman like placing of any part. The work under this contract shall be performed at such times as may be necessary to facilitate the orderly progress of the work.

2. Scheduling & Coordination:

- All work shall be coordinated through the Department Director or designated representative.
- A request from a designated representative for work requires an itemized written quote within 48 hours
- Contractor shall be responsible for blocking off any areas that might cause a safety hazard to the public and coordinate with the City.
- Contractor shall be responsible for performing the work in a timely manner and be approved by a City representative.

3. Codes, Permits, Standards And Regulations

- Perform all work and install all materials and equipment in full accordance with the latest applicable rules, regulations, requirements, and specifications of the City of Bartlett.
- Contractor will be responsible for obtaining all necessary permits (no fee) from the Bartlett Code Enforcement Office located at 6382 Stage Road prior to commencement of work.

4. Contractor's Requirements:

- Contractors must possess an ISA Certified Arborist License.

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- Contractor must have Answering Services 24/7.
- Contractor's personnel must be able to respond to emergency calls and to commence work within two (2) hours at the specified location.

5. Other Requirements:

- Contractor shall be responsible for keeping the site clean and all wood and debris disposed of properly unless otherwise requested. **Note:** No City dumpsters or waste containers shall be used.
- Other departments within the City of Bartlett or Bartlett City Schools may become a party to this contract at any time during the life of the contract.

VIII. CONTRACT REQUIREMENTS

The successful Contractor will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Contractor will be performed in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City.
2. Contractor's Personnel. The Contractor certifies that it presently has adequate employed qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve the City shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the City. The Contractor will be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give City the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the City only as to the intended results of the scope of this Contract. (b) It is further expressly agreed and understood by Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City ; that the Contractor has been retained by the City to perform the services specified

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herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the City by the Contractor for services performed shall be on the Contractor's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the City determines that either the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting. (b) The City may terminate the Contract upon five (5) days written notice by the City or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract. (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. (d) All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.
5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The City shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-Contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Contractor covenants that neither the Mayor, nor any Alderman, nor any other City official or employee holds a direct or indirect interest in the Contract. The Contractor also covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

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7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
8. Employment Of City Workers. The Contractor will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the City.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the City will be referred to the City Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance With Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. (b) The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation. (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Bartlett, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Bartlett, Tennessee.
11. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in

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the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

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17. Subject To Funding. This Contract is subject to annual appropriations of funds by the City. In the event sufficient funds for this Contract are not appropriated by the City of Bartlett for any of its fiscal periods during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the City Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the City.
19. Incorporation Of Other Documents. (a) Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the City of Bartlett Request for Proposal Finance/Purchasing Department and incorporated herein by reference. (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposal or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
20. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to City by the Contractor, Contractor understands and acknowledges that the City of Bartlett is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to City by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
21. Organization Status And Authority. (a) Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the

creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

22. Warranty. Contractor warrants to the City that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
23. Rights in Data. The City of Bartlett shall become the owner, and the Contractor shall be required to grant to the City, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the City's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

B. Indemnification and Insurance Requirements.

1. Responsibilities For Claims And Liabilities. (a) Contractor shall indemnify, defend, save and hold harmless the City, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor its sub-Contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract. (b) Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the City or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided. (c) The City has no obligation to provide legal counsel or defense to the Contractor or its sub-Contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Contractor as a result of or relating to obligations under this Contract. (d) Except as expressly provided herein, the City has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract. (e) Contractor shall immediately notify the City, c/o City of Bartlett Finance Department, 6400 Stage Road, Bartlett, TN 38134, of any claim or suit made or filed against the Contractor or its sub-Contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the City in the defense or investigation thereof. (f) *The Contractor shall immediately notify City of Bartlett, Finance Office, 6400 Stage Road, Bartlett, TN 38134 of cancellation or changes in any of the insurance coverage provided. Evidence of replacement coverage must be provided to the Finance Office, with no lapse in coverage.*

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2. Insurance Requirements. Contractor will provide evidence of insurance coverage as required and shall provide and maintain the following:

Contractor shall maintain coverage with limits no less than:

- *Commercial General Liability Insurance* – \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies or commissions shall be named as additional insured. The insurance coverage shall include the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground, if applicable
 - c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractors
 - f) Broad Form Property Damage
 - g) Personal Injury
 - h) Tree Service
- *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- *Workers' Compensation and Employers' Liability Insurance* - Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee. All state endorsement is required *or* a Certificate of the State Workers Compensation Board showing proof of ability to pay compensation directly.
- Arborist professional liability – limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate

All insurance policies maintained by the Contractor/Proposer shall provide that insurance as applying to City of Bartlett shall be primary and non-contributory irrespective of such insurance or self-insurance as City of Bartlett may maintain in its own name and on its own behalf. Contractor/Proposer waives its right of subrogation against the City of Bartlett for any and all claims.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the City, to enter Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the City or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

IX. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Contractors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all aspects as required in this section. Note: A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on September 4, 2025, at City of Bartlett, Attn: Mayor David Parsons, 6400 Stage Road, Bartlett, TN 38134.**
5. Contractor agrees to provide City with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the City to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify

this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original copy (clearly identified as original) and four (4) copies of the proposal are required. The package containing the documents must be sealed and marked with the Proposer's name and **"TREE TRIMMING AND REMOVAL SERVICES, RFP #FY2026-08-006" with due date and time indicated.**
2. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
3. Proposals must be verified before submission as they cannot be corrected after being opened. The City will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Contractor's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Comprehensive Response
 - a. Outline of how respondent can meet or exceed the minimum requirements.
 - b. Detail of how the respondent is qualified to provide the services required as shown in the Scope of Work.
 - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
2. Cost and Fees (***Include the Pricing Sheet, Exhibit A in your proposal response in a separate sealed envelope.***)
 - a. Provide exact cost amounts proposed in the appropriate spaces as required in the Scope of Work. Explain any assumptions or constraints in a price proposal to perform the services.
 - b. There shall be no additional charges or fees in the proposal except as designated on the pricing sheet.

3. References

- a. Must include at least three (3) **other** clients for whom the Proposer has provided equal services. This reference must be of similar size municipalities.
- b. References must list the business name, a contact person with email address phone number. **(Include the Reference Sheet, Exhibit C)**

X. PROPOSAL EVALUATION AND AWARD

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Contractors must meet the Minimum Contractor/Proposer Requirements outlined in Section II of this RFP.
 - c. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - Qualifications of personnel.
 - Ability to present a clear understanding of the nature and scope of the project.
 - Project methodology.
 - Previous experience with similar projects.
 - Cost to the City of Bartlett as outlined in the budget estimate.
 - Time frame for completion.
2. Selection will be based on determination of which proposal best meets the needs of the City of Bartlett and the requirements of this RFP and not solely on price.
3. Oral Presentation - The City of Bartlett may require an oral presentation from, any Contractor for clarification of information set forth in the response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit a response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee.

B. Award of Contract

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the City, determined by the overall evaluation and approval by the Mayor and Board of Alderman.

Tree Trimming and Removal Services

RFP: FY2026-08-006

DUE: September 4, 2025, 4:00 PM

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Contractor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The City reserves the right to negotiate any portions of the successful Contractor's fees and scope of work or utilize their own resources for such work.

End of RFP Requirements

EXHIBIT A

PRICING SHEETS

(Must be in separate sealed envelope within the response packet)

Cost – shall be a “turn-key” project and include all labor, equipment, cutting and disposal (if required).	
Description	Cost per job
Base price – trees 12” to 24” diameter including stump removal	\$
Base price – trees 24” to 36” diameter including stump removal	\$
Base price – trees 36” to 48” diameter including stump removal	\$
Base price – trees greater than 48” diameter	\$
Crane Service (as needed)	\$
Stump removal for trees greater than 48” diameter	\$
Emergency/after hours, per occurrence	\$
Any additional charges	\$
	\$
Note: All invoices shall have detailed line items for work performed	

Signatures on Pricing Sheet, page 2.

Initials, page 1

Tree Trimming and Removal Services

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PRICING SHEET, page 2

CONTRACTOR/NAME OF FIRM

EMAIL

ADDRESS

PHONE

AUTHORIZED REPRESENTATIVE
(Signature – Required)

EMAIL
(Print)

AUTHORIZED REPRESENTATIVE
(Print name)

DATE

EXHIBIT B

**DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND
AFFIDAVIT**

Comes, _____ for and on
(Printed name of Principal Officer of Company)

behalf of _____,
(The "Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Bartlett; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the City of Bartlett.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

Signature

Title:

Sworn to and subscribed before me, a Notary Public, this _____ day of
_____, 2025.

Notary Public

My Commission Expires: _____

EXHIBIT C

REFERENCES

Company Name (Proposer/Contractor)

References for three similar-sized and type of systems:

1. Company/Reference Name: _____

Project Name and Type of Equipment Used:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

2. Company/Reference Name: _____

Project Name and Type of Equipment Used:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

3. Company/Reference Name: _____

Project Name and Type of Equipment Used

Contact Name: _____

Address: _____

Phone: _____ Email: _____

Note: This Qualifications & References sheet must be returned with the Proposal.

EXHIBIT D

PUBLIC CHAPTER 817 TN 109TH GENERAL ASSEMBLY

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: <https://sos.tn.gov/publications>.

Company Name (Proposer/Contractor)

Print Name_____

Signed _____

Title _____

Subscribed and sworn before me this ____ day of _____, 20____.

Signed _____ Print Name_____

Title _____

My commission expires: _____, 20_____.

NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.